

Contract No: 060-M1

**Notice of Award, Offer Letter, and
Certification of Prices, Terms &
Conditions**

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



Texas Comptroller of Public Accounts

March 22, 2010

Chuck Helmer
AutoZone Texas LP
1201 S. Sherman Street, Suite 209
Richardson, TX 75081

RE: Contract No. 060-M1
Contract Period 02/22/10 through 06/25/11

Dear Mr. Helmer:

Your company has been awarded a contract under the Texas Procurement and Support Services (TPASS) program. The period of the contract is shown above and will coincide with the contract period of your contract, 0601343 with U.S. Communities (USC)/City of Charlotte. As stated in your contract with the State of Texas, Terms and Conditions, you are responsible for notifying the Texas Comptroller of Public Accounts (CPA) within thirty (30) calendar days of any change in the status of your contract with USC or amendments to the City of Charlotte Contract.

All terms and conditions set forth in the document that you signed as a part of your offer to the State are made a part of this TPASS Managed Contract (TMC). The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the CPA and the contractor to attempt to resolve all disputes arising under this contract.

In order to facilitate catalog access to TPASS Managed Contract contractor catalogs, the CPA will maintain a web page which will include your TPASS Managed contract. If you have any questions regarding any requirements relating to the TPASS program, please contact Richard San Jose at 512-463-3421.

Respectfully,

A handwritten signature in black ink, appearing to read "Martin A. Hubert", with a long horizontal line extending to the right.

Martin A. Hubert
Deputy Comptroller



**123 Front Street
Memphis, TN 38103**

February 9, 2010

TPASS Managed Contract
c/o TXMAS Program
Texas Comptroller of Public Accounts
1711 San Jacinto Blvd.
Austin, TX 78701

Subject: TMC Offer Letter

To Whom It May Concern:

AutoZone Texas, LP. offers to do business with the State of Texas using the prices, terms and conditions of the U.S. Communities Contract No. 0601343 as basis for negotiation of a TPASS Managed Contract. One (1) copy of the U.S. Communities Contract is enclosed. AutoZone Texas, LP. is aware that portions of the terms and conditions in the U.S. Communities Contract may be deleted and additional amendments added in order for a TPASS Managed Contract to be awarded.

Chuck Helmer will be AutoZone Texas, LP contact. His office is located in San Diego, CA, his telephone number is 619-549-6549 and his e-mail address is chuck.helmer@autozone.com.

Purchase orders are to be sent to the following address:

AutoZone, Inc.
17209 Russet Street.
San Diego, CA 92127

"Remit To" address for payment::

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Invoices will be sent from the following address:

AutoZone, Inc.
123 S. Front Street
Memphis, TN 38103

AutoZone Texas, LP's Federal Employer's Identification Number is 62-1611061.
AutoZone, Inc.'s Dun & Bradstreet Number is 15 7233511.

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Helmer", written in a cursive, flowing style.

Chuck Helmer



**123 Front Street
Memphis, TN 38103**

February 9, 2010

TPASS Managed Contract
c/o TXMAS Program
Texas Comptroller of Public Accounts
1711 San Jacinto Blvd.
Austin, TX 78701

Subject: Certification of Prices, Terms and Conditions

To Whom It May Concern:

AutoZone Texas, LP hereby certifies that all prices on the attached offering are current U.S. Communities prices and that such prices are guaranteed to remain current with any approved U.S. Communities pricing changes for the entire term of AutoZone Texas, LP. TPASS Managed Contract. In the event of a decrease in prices offered to U.S. Communities, AutoZone Texas, LP. agrees to notify the State of Texas within thirty (30) working days of such a decrease and offer such pricing to the State of Texas. If AutoZone Texas, LP fails to notify the State of such decrease in pricing as specified herein, the State shall have the right to cancel the TPASS Managed Contract and AutoZone Texas, LP shall issue a refund for items procured under the TPASS Managed Contract. Such refund shall be equal to the difference between the prices offered under the attached offering and the lower price.

If any statement contained in this certification is untrue, the State shall have the right to cancel the TPASS Managed Contract in its entirety.

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Helmer", written in a cursive style.

Chuck Helmer

Contract No: 060-M1

Schedule Price List

**AUTOZONE
ALLDATA PRICING**

DVD/Online Government and Library*			
*Subscription price per each physical site	Single Site	Multi site, 2-10	Multi site 11+
All Makes	\$1,995.00	\$1,500.00	\$1,320.00
Renewals	\$1,500.00	\$1,500.00	\$1,320.00
Service Advisor (SA)	\$100/yr	\$100/yr	\$100/yr
DVD Notes			
1. Includes 1 "white" key			
2. Does Not include Service Advisor			
3. SA Requires current subscription to full program			
4. One time charge for additional key(s) during continuous subscription period			
5. If additional keys are ordered, they will all be "timer" keys (blue)			
6. Keys will "time-out" is subscription not renewed			
7. Multiple "timer" keys will be replaced with single white key when subscription lapses			
8. Multi-site must be purchased and paid for by one agency			
9. Must re-purchase additional keys when subscription is renewed after a lapse			

Additional Keys or Nodes			
Nodes for Online	\$ 10.00	Per Node	Per Month
Keys for DVD	\$ 85.00	Per Key	1. One time charge for additional key(s), during continuous subscription period 2. Timer keys sent, will "time out" is subscription not renewed 3. Re-purchase of additional keys required if they lapse and then renew at a later date

ITEM	PART#	MN DESC	PRODUCT DESC	Lowest Zone
532565	V3387A	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
532566	V3614	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
532568	V4967	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
532569	V8A	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
532570	V5	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
532572	V16	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
532573	V2	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
532575	V3980	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
532576	V3600	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
831654	V3675	VALUCRAFT OIL FILTER	VALUCRAFT OIL FILTER	\$
61887	S6607	STP OIL FILTERS	OIL FILTER	\$
62562	S3675	STP OIL FILTERS	OIL FILTER	\$
759797	DL-16	DURALAST WIPERS	DURALAST WIPER BLADE 16"	\$
759798	DL-17	DURALAST WIPERS	DURALAST WIPER BLADE 17"	\$
759800	DL-18	DURALAST WIPERS	DURALAST WIPER BLADE 18"	\$
759802	DL-19	DURALAST WIPERS	DURALAST WIPER BLADE 19"	\$
759804	DL-20	DURALAST WIPERS	DURALAST WIPER BLADE 20"	\$
759805	DL-21	DURALAST WIPERS	DURALAST WIPER BLADE 21"	\$
759806	DL-22	DURALAST WIPERS	DURALAST WIPER BLADE 22"	\$
759807	DL-24	DURALAST WIPERS	DURALAST WIPER BLADE 24"	\$
759801	DL-28	DURALAST WIPERS	DURALAST WIPER BLADE 28"	\$
7580	5580	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
529475	DG369	DURALAST GOLD PADS	DURALAST GOLD PAD	\$
85270	54010	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
113362	54027	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
426507	54105	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
113365	54030	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
186287	55040	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
186284	55034	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
112972	58-B	COMMERCIAL AUTO BATT	DURALAST PROF BATTERY	\$
112967	34-B	COMMERCIAL AUTO BATT	DURALAST PROF BATTERY	\$
231755	54060	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
112963	78-B	COMMERCIAL AUTO BATT	DURALAST PROF BATTERY	\$
112974	75-B	COMMERCIAL AUTO BATT	DURALAST PROF BATTERY	\$
112964	24-B	COMMERCIAL AUTO BATT	DURALAST PROF BATTERY	\$

112965	24F-B	COMMERCIAL AUTO BATT	DURALAST PROF BATTERY	\$
113364	54029	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
112961	75DT-B	COMMERCIAL AUTO BATT	DURALAST PROF BATTERY	\$
112962	65-B	COMMERCIAL AUTO BATT	DURALAST PROF BATTERY	\$
26404	8001	C.V. DRIVE AXLES	CV DRIVE AXLE	\$
132384	9574	C.V. DRIVE AXLES	CV DRIVE AXLE	\$
266356	54052	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
292009	9471	C.V. DRIVE AXLES	CV DRIVE AXLE	\$
196145	54031	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
426506	54103	DURALAST BRAKE ROTOR	DURALAST BRAKE ROTOR	\$
160978	MT0093-1	EXPANSION VALVES	AC ORIFICE TUBE	\$
161034	MT0098-1	EXPANSION VALVES	AC ORIFICE TUBE	\$
161075	MT0094-1	EXPANSION VALVES	AC ORIFICE TUBE	\$
12904	835979	IDLER PULLEYS	IDLER PULLEY	\$
106604	835975	IDLER PULLEYS	IDLER PULLEY	\$
634107	231048	IDLER PULLEYS	IDLER/TENSIONER PULLEY	\$
310933	DL1650-6-5	CS DURALAST ALTERNAT	REMAN DURALAST CS ALT	\$
352089	DL1643-15-2	CS DURALAST ALTERNAT	REMAN DURALAST ALTERNATO	\$
429200	DL3602-16-10	DL DOMESTIC ALTERNAT	REMAN DURALAST ALTERNATO	\$
832171	DL2420-16-12	DL DOMESTIC ALTERNAT	DURALAST REMAN ALTERNATO	\$
955074	DLG3660-6-10	DL GOLD DOMES ALTERN	DURALAST GOLD ALTERNATOR	\$
18327	75-DL	DURALAST BATTERIES	DURALAST BATTERY	\$
160591	65-DL	DURALAST BATTERIES	DURALAST BATTERY	\$
31693	34DT-DLG	DURALAST GOLD BATTER	DURALAST GOLD BATTERY	\$
53433	65-DLG	DURALAST GOLD BATTER	DURALAST GOLD BATTERY	\$
53435	75DT-DLG	DURALAST GOLD BATTER	DURALAST GOLD BATTERY	\$
53436	78-DLG	DURALAST GOLD BATTER	DURALAST GOLD BATTERY	\$
115785	27-DLG	DURALAST GOLD BATTER	DURALAST GOLD BATTERY	\$
232746	75-DLG	DURALAST GOLD BATTER	DURALAST GOLD BATTERY	\$
561276	34-DLG	DURALAST GOLD BATTER	DURALAST GOLD BATTERY	\$
95963	LCS8881	BATTERY TERMINALS	BAT TERM - TOP POST	\$
8170	BWB-1	MISC BATTERY ACC	LARGE FELT PROTECTORS	\$
12317	5707	REAR WHEEL BEARINGS	REAR WHEEL BEARING	\$
11966	2081	SEALS	REAR WHEEL SEAL	\$
12027	4148	SEALS	FRONT WHEEL SEAL	\$
12030	4160	SEALS	FRONT WHEEL SEAL	\$
12056	4739	SEALS	FRONT WHEEL SEAL	\$
12057	4740	SEALS	FRONT WHEEL SEAL	\$
12123	8660S	SEALS	REAR WHEEL SEAL	\$
12133	9150S	SEALS	FRONT WHEEL SEAL	\$
12143	9864S	SEALS	REAR WHEEL SEAL	\$
693028	SET2	WHEEL BEARING SETS	WHEEL BEARING SET	\$

693226	SET12	WHEEL BEARING SETS	WHEEL BEARING SET	\$
765727	15101	WHEEL BEARINGS	WHEEL BEARING CONE	\$
887545	65146	DISCONTINUED ITEMS	3/8X50 FLEXSTEEL AIR HOS	\$
22134	975K7	DL MULTI V-BELTS	DURALAST POLY-V BELT	\$
130255	975K6	DL MULTI V-BELTS	DURALAST POLY-V BELT	\$
152301	910K6	DL MULTI V-BELTS	DURALAST POLY-V BELT	\$
360909	980K6	DL MULTI V-BELTS	DURALAST POLY-V BELT	\$
579980	868K6	DL MULTI V-BELTS	DURALAST POLY-V BELT	\$
884502	915K6	DL MULTI V-BELTS	DURALAST POLY-V BELT	\$
4371	6817	GAS CAPS	FUEL CAP	\$
157229	5502	GAS CAPS	LOCKING FUEL CAP	\$
157233	6832	GAS CAPS	FUEL CAP	\$
139921	4061020	GY MULTI V-BELTS	GATORBACK POLY-V BELT	\$
139932	4060915	GY MULTI V-BELTS	GATORBACK POLY-V BELT	\$
190709	4040515	GY MULTI V-BELTS	GATORBACK POLY-V BELT	\$
190806	4060910	GY MULTI V-BELTS	GATORBACK POLY-V BELT	\$
190809	4060960	GY MULTI V-BELTS	GATORBACK POLY-V BELT	\$
190836	4070975	GY MULTI V-BELTS	GATORBACK POLY-V BELT	\$
190838	4081035	GY MULTI V-BELTS	GATORBACK POLY-V BELT	\$
190861	4080585	GY MULTI V-BELTS	HD GATORBACK POLY-V BELT	\$
469353	4040332	GY MULTI V-BELTS	GATORBACK POLY-V BELT	\$
202311	17442	GY V-BELTS	GATORBACK V-BELT	\$
4950	65004	HEATER HOSES BULK	HTR HOSE BLK 50 X 5/8	\$
4951	65009	HEATER HOSES BULK	HTR HOSE BLK 50 X 3/4	\$
22122	S-4374	MOLDED HEATER HOSE	MOLDED HEATER HOSE	\$
689595	65023	MOLDED HEATER HOSE	HEATER HOSE RED 5/8 X50	\$
689597	65026	MOLDED HEATER HOSE	HEATER HOSE RED 3/4 X50	\$
4436	7016	RADIATOR CAPS	RADIATOR CAP	\$
4437	7616	RADIATOR CAPS	RADIATOR CAP	\$
82373	7038	RADIATOR CAPS	RADIATOR CAP	\$
779792	57240	RADIATOR HOSES(MOLD&	HI MILER RAD 2-1/2 X 36	\$
779822	59324	RADIATOR HOSES(MOLD&	HD WIRE HOSE 1-1/2 X 30	\$
202484	28413	SPECILITY BELTS	HD V-BELT	\$
202495	28493	SPECILITY BELTS	HD V-BELT	\$
136573	CD-245	TIMING BELTS	TIMING BELT DURALAST	\$
4943	65112	VACUUM HOSES	VACUUM HOSE 50 X 7/32	\$
425658	915K6	VC MULTI V-BELTS	VALUCRAFT POLY-V BELT	\$
374139	80099	DURALAST BRAKE DRUMS	DURALAST BRAKE DRUM	\$
717991	8898	DURALAST BRAKE DRUMS	DURALAST BRAKE DRUM	\$
525011	30504501	DURALAST BRAKE ROTOR	PERF FRICTION ROTOR	\$
727933	599	DURALAST BRAKE SHOES	DURALAST BRAKE SHOE	\$
529476	DG370	DURALAST GOLD PADS	DURALAST GOLD PAD	\$

582207	DG655	DURALAST GOLD PADS	BRAKE PAD SET	\$
582224	DG748	DURALAST GOLD PADS	DURALAST GOLD PAD	\$
27754	MKD601	DURALAST SEMI METALL	DURALAST BRAKE PAD	\$
90015	MKD205	DURALAST SEMI METALL	DURALAST BRAKE PAD	\$
90044	MKD369	DURALAST SEMI METALL	DURALAST BRAKE PAD	\$
90056	MKD506	DURALAST SEMI METALL	DURALAST BRAKE PAD	\$
94208	MKD598	DURALAST SEMI METALL	DURALAST BRAKE PAD	\$
199345	MKD411	DURALAST SEMI METALL	DURALAST BRAKE PAD	\$
199350	MKD655	DURALAST SEMI METALL	BRAKE PAD SET	\$
199360	MKD748	DURALAST SEMI METALL	BRAKE PAD SET	\$
347925	MKD802	DURALAST SEMI METALL	BRAKE PAD SET	\$
357293	MKD473	DURALAST SEMI METALL	BRAKE PAD SET	\$
429026	MKD931	DURALAST SEMI METALL	DURALAST BRAKE PAD	\$
23187	34014	NEW WHEEL CYLINDERS	WHEEL CYLINDER	\$
77814	34029	NEW WHEEL CYLINDERS	WHEEL CYLINDER	\$
189662	33864	NEW WHEEL CYLINDERS	WHEEL CYLINDER	\$
710319	33709	NEW WHEEL CYLINDERS	WHEEL CYLINDER	\$
732743	33961	NEW WHEEL CYLINDERS	WHEEL CYLINDER	\$
842024	781	PARKING BRAKE SHOE	PARKING BRAKE SHOE	\$
614581	0655-20	PERFORMANCE FCT N LN	PERFORMANCE DISC PAD	\$
614589	0699-20	PERFORMANCE FCT N LN	PERFORMANCE DISC PAD	\$
614630	0931-20	PERFORMANCE FCT N LN	PERFORMANCE DISC PAD	\$
614631	0932-20	PERFORMANCE FCT N LN	PERFORMANCE DISC PAD	\$
617317	0370-20	PERFORMANCE FCT N LN	PERFORMANCE DISC PAD	\$
828521	M9-14	LUBRICANTS	SILICONE SPRAY	\$
524512	VCPSF32	POWER STEERING FLUID	PWR STEERING FLUID-VC	\$
132337	8776	C.V. DRIVE AXLES	CV DRIVE AXLE	\$
132338	8777	C.V. DRIVE AXLES	CV DRIVE AXLE	\$
186858	2-0053DL	U-JOINTS	U-JOINT	\$
187104	2-4800DL	U-JOINTS	U-JOINT	\$
282404	15717	OXYGEN SENSORS	BOSCH O2 SENSOR	\$
282405	15718	OXYGEN SENSORS	BOSCH O2 SENSOR	\$
130262	8001	MOTOR MOUNTS	MOTOR MOUNT	\$
7780	PF61S	AC OIL FILTERS	AC OIL FILTER	\$
152744	PF46S	AC OIL FILTERS	AC OIL FILTER	\$
287664	PF47S	AC OIL FILTERS	AC OIL FILTER	\$
287706	PF52S	AC OIL FILTERS	AC OIL FILTER	\$
246489	CA8039	FRAM AIR FILTERS	FRAM AIR FILTER	\$
247076	CA5056	FRAM AIR FILTERS	FRAM AIR FILTER	\$
688628	CA9687	FRAM AIR FILTERS	FRAM AIR FILTER	\$
188610	PH3614	FRAM OIL FILTERS	FRAM OIL FILTER	\$
188611	PH16	FRAM OIL FILTERS	FRAM OIL FILTER	\$

188612	PH2	FRAM OIL FILTERS	FRAM OIL FILTER	\$
188621	PH3506	FRAM OIL FILTERS	FRAM OIL FILTER	\$
188622	PH3600	FRAM OIL FILTERS	FRAM OIL FILTER	\$
188628	PH3980	FRAM OIL FILTERS	FRAM OIL FILTER	\$
188638	PH8A	FRAM OIL FILTERS	FRAM OIL FILTER	\$
275008	PH3387A	FRAM OIL FILTERS	FRAM OIL FILTER	\$
344333	FF815	FUEL FILTERS	FUEL FILTER	\$
3336	FF745	FUEL FILTERS	FUEL FILTER	\$
266937	FF686	FUEL FILTERS	FUEL FILTER	\$
344390	FF679	FUEL FILTERS	FUEL FILTER	\$
347906	FF830	FUEL FILTERS	FUEL FILTER	\$
347907	FF831	FUEL FILTERS	FUEL FILTER	\$
580183	FF779	FUEL FILTERS	FUEL FILTER	\$
689501	FF756	FUEL FILTERS	FUEL FILTER	\$
830819	FF3504	FUEL FILTERS	LF FUEL FILTER	\$
830826	FF4508	FUEL FILTERS	LF FUEL FILTER	\$
70645	LFP3191	L/F AGRICULTURE /HD	LUBE FILTER	\$
77144	LFF8020	L/F AGRICULTURE /HD	LUBER-FINER FUEL FILT	\$
77553	LPW4071	L/F AGRICULTURE /HD	L-FINER COOLANT FILTER	\$
77574	LFF15	L/F AGRICULTURE /HD	CHAMP FUEL FILTER	\$
869678	LFF4783	L/F AGRICULTURE /HD	LUBER-FINER FUEL FILTER	\$
106099	M1-204	MOBIL 1 OIL FILTERS	MOBIL 1 OIL FILTER	\$
140248	FL400S	MOTORCRAFT OIL FILTE	MOTORCRAFT OIL FILTER	\$
140249	FL820S	MOTORCRAFT OIL FILTE	MOTORCRAFT OIL FILTER	\$
141394	FL1995	MOTORCRAFT OIL FILTE	MOTORCRAFT OIL FILTER	\$
287870	FL1A	MOTORCRAFT OIL FILTE	MOTORCRAFT OIL FILTER	\$
830790	PCV1125	PCV VALVES	LF PCV VALVE	\$
66664	SA5466	STP AIR FILTERS	AIR FILTER	\$
7792	SA7440	STP AIR FILTERS	AIR FILTER	\$
7788	SA7421	STP AIR FILTERS	AIR FILTER	\$
7789	SA7365	STP AIR FILTERS	AIR FILTER	\$
22168	SA3901	STP AIR FILTERS	AIR FILTER	\$
66659	SA8038	STP AIR FILTERS	AIR FILTER	\$
89273	SA8039	STP AIR FILTERS	AIR FILTER	\$
114884	SA6479	STP AIR FILTERS	AIR FILTER	\$
115188	SA326	STP AIR FILTERS	AIR FILTER	\$
117259	SA6366	STP AIR FILTERS	AIR FILTER	\$
117689	SA5056	STP AIR FILTERS	AIR FILTER	\$
143915	SA8243	STP AIR FILTERS	AIR FILTER	\$
195375	SA8755	STP AIR FILTERS	AIR FILTER	\$
296999	SA9055	STP AIR FILTERS	AIR FILTER	\$
7812	S5	STP OIL FILTERS	OIL FILTER	\$

22166	S3786	STP OIL FILTERS	OIL FILTER	\$
61465	S2808	STP OIL FILTERS	OIL FILTER	\$
61648	S3614	STP OIL FILTERS	OIL FILTER	\$
61713	S3387A	STP OIL FILTERS	OIL FILTER	\$
61747	S4967	STP OIL FILTERS	OIL FILTER	\$
62406	S2870A	STP OIL FILTERS	OIL FILTER	\$
62448	S3600	STP OIL FILTERS	OIL FILTER	\$
62505	S3980	STP OIL FILTERS	OIL FILTER	\$
62570	S2827	STP OIL FILTERS	OIL FILTER	\$
62844	S8A	STP OIL FILTERS	OIL FILTER	\$
66716	S3506	STP OIL FILTERS	OIL FILTER	\$
337824	S16	STP OIL FILTERS	OIL FILTER	\$
337832	S2	STP OIL FILTERS	OIL FILTER	\$
442158	S9549	STP OIL FILTERS	OIL FILTER	\$
831642	S10060	STP OIL FILTERS	OIL FILTER	\$
21819	E3270	MSTER PART ELEC FPS	ELECTRIC FUEL PUMP	\$
67369	DS14229	REAR AXLE HOUSING GA	AXLE HOUSING GASKET	\$
137710	TOS18697	TRANS PAN GASKETS	TRANSMISSION OIL PAN SET	\$
68322	35064	WATER OUTLET	WATER OUTLET GASKET	\$
225125	35489	WATER OUTLET	WATER OUTLET GASKET	\$
265900	35614	WATER OUTLET	WATER OUTLET	\$
225523	35468	WATER PUMP GASKETS	WATER PUMP GASKET	\$
416041	77178	INT KNOBS&DOORHANDLE	INT DOOR HNDL-LH FMC	\$
721365	65116	UH FUEL/OIL & LUBE	OIL DIP STICK	\$
2943	611-109.1	WHEEL NUT	WHEEL NUT BAGGED	\$
600571	611-196.1	WHEEL NUT	WHEEL NUT	\$
615450	15119	DURALAST THERMOSTATS	DURALAST THERMOSTAT	\$
615463	15359	DURALAST THERMOSTATS	DURALAST THERMOSTAT	\$
615479	15839	DURALAST THERMOSTATS	DURALAST THERMOSTAT	\$
129805	PM538	ELECTRIC FAN MOTORS	RADIATOR FAN MOTOR	\$
102432	922789	FAN CLUTCHES	FAN CLUTCH	\$
12419	AWP-624	NEW DOM WATER PUMPS	NEW WATER PUMP	\$
61165	CWP-9126	NEW DOM WATER PUMPS	NEW WATER PUMP	\$
61202	BWP-836	NEW DOM WATER PUMPS	NEW WATER PUMP	\$
197246	BWP-9016	NEW DOM WATER PUMPS	NEW WATER PUMP	\$
230387	CWP-9020	NEW DOM WATER PUMPS	NEW WATER PUMP	\$
417262	3779	VALUCRAFT THERMOSTAT	VALUCRAFT THERMOSTAT	\$
524768	815001	WATER OUTLETS	WATER OUTLET	\$
618469	CP003	C.O.P INSULATORS	COIL-ON-PLUG INSULATOR	\$
433972	C1417	COIL ON PLUG	COIL	\$
494921	4694	DURALAST IGN WIRES	DURALAST IGN WIRE SET	\$
539339	4713	DURALAST IGN WIRES	DURALAST IGN WIRE SET	\$

129601	UDS419	HLIGHT/DIMMER SWITCH	DIMMER SWITCH	\$
293268	SW1794	HLIGHT/DIMMER SWITCH	DOOR LIGHT SWITCH	\$
472332	MR78	RELAYS	ACCESSORY RELAY	\$
18715	CR924	WELLS DISTRIBUTR CAP	DISTRIBUTOR CAP	\$
84749	DR942	WELLS DISTRIBUTR CAP	DISTRIBUTOR CAP	\$
119305	F954	WELLS DISTRIBUTR CAP	DISTRIBUTOR CAP	\$
184646	DR978	WELLS DISTRIBUTR CAP	DISTRIBUTOR CAP	\$
184647	DR980	WELLS DISTRIBUTR CAP	DISTRIBUTOR CAP	\$
342421	254	WELLS IGNITION COIL	COIL PIGTAIL	\$
18833	F999	WELLS ROTORS	ROTOR	\$
84889	DR901	WELLS ROTORS	ROTOR	\$
160283	F981	WELLS ROTORS	ROTOR	\$
184651	DR975	WELLS ROTORS	IGNITION ROTOR	\$
367797	F492	WELLS STARTER SOLENO	STARTER SOLENOID	\$
536913	5054857	STEERING WHL COVERS	SWC ERGO GRIP GREY	\$
870572	FL30A	AUXILIARY LIGHTING	HD ALTERNATING FLASHER	\$
870573	C561R	AUXILIARY LIGHTING	6 OVAL STOP TL LT CLR	\$
870574	G204R8	AUXILIARY LIGHTING	6 OVAL STOP TL LT KIT	\$
870575	C501R	AUXILIARY LIGHTING	2 ROUND LED CLR MKR RED	\$
59020	1157LL	BAYONETS BULBS	LONG LIFE BULB	\$
575118	1156	BAYONETS BULBS	MINI BULB	\$
876881	37	COMMERCIAL BULBS	MINIATURE LIGHT	\$
876882	795RD	COMMERCIAL BULBS	MINIATURE LIGHT	\$
6413	EL12	ELECTRONIC FLASHERS	ELECTRONIC FLASHER	\$
247231	EP27	ELECTRONIC FLASHERS	ELECTRONIC FLASHER	\$
372987	552	FLASHERS	THERMAL FLASHER	\$
4322	H3-55W	FOG/DRIVING BULBS	HALOGEN FOG BULB	\$
54170	H1-55W	FOG/DRIVING BULBS	HALOGEN CAPSULE	\$
32347	BP-ATC-10-RP	FUSES	ATC BLADE FUSE 10AMP	\$
32348	BP-ATC-15-RP	FUSES	ATC BLADE FUSE 15AMP	\$
32349	BP-ATC-20-RP	FUSES	ATC BLADE FUSE 20AMP	\$
32350	BP-ATC-25-RP	FUSES	ATC BLADE FUSE 25AMP	\$
32351	BP-ATC-30-RP	FUSES	ATC BLADE FUSE 30AMP	\$
32354	BP-ATC-5-RP	FUSES	ATC BLADE FUSE 5AMP	\$
32358	BP-ATM-10-RP	FUSES	ATM BLADE FUSE 10AMP	\$
32362	BP-ATM-25-RP	FUSES	ATM BLADE FUSE 25AMP	\$
32430	BP-MAX-30-RP	FUSES	MAX BLADE FUSE30AMP	\$
306688	MAX30BP	FUSES	30 AMP MAXI FUSE	\$
22474	912	HIGH MOUNT BULBS	MINI BULB	\$
22450	74	SIGNAL/INSTRMNT BULB	MINI BULB	\$
575043	194	SIGNAL/INSTRMNT BULB	MINI BULB	\$
799	9007	STANDARD CAPSULES	HALOGEN CAPSULE	\$

377770	9004	STANDARD CAPSULES	HALOGEN CAPSULE	\$
377838	9006	STANDARD CAPSULES	HALOGEN CAPSULE	\$
723045	9007-2	STANDARD CAPSULES	HALOGEN TWIN CAPSULE	\$
876880	4411	VALUCRAFT SEALED BEAM	INCANDESCENT SEALED BEAM	\$
89678	3057LL	WEDGE BULBS	LONG LIFE BULB	\$
89681	3157LL	WEDGE BULBS	LONG LIFE BULB	\$
40947	H6054XV	XTRAVISION SEAL BEAMS	XTRAVISION HEADLAMP	\$
40948	H4656XV	XTRAVISION SEAL BEAMS	XTRAVISION HEADLAMP	\$
123882	H6024XV	XTRAVISION SEAL BEAMS	XTRAVISION HEADLAMP	\$
816770	5293	12VOLT RADIO NAVIGAT	LAMP KIT BK ION CRYSTAL	\$
737466	37469	EXTERIOR ACCESSORIES	RANGER WIND DEFLR 93-0	\$
815298	37463	EXTERIOR ACCESSORIES	IN CHNL F150 STD CB 0405	\$
763764	76223	OEM REPLACEMENT	REVLV EMRGY WARNLAMP YE	\$
653591	AGSF32PMF4	OEM PARTS FORD	OE SP/PLG ASY	\$
658599	E7TZ1S190B	OEM PARTS FORD	OE RET ASY-FRT WHL HB G	\$
694400	PF47	OEM PARTS FORD	OE FILTER	\$
636690	CA311	SEAT COVERS	SOLID BENCH	\$
952625	85720	HEAVY DUTY SHOCKS	FLEETLINE SHOCK	\$
838241	77955	MC MONOTUBE SHOCKS	MONOTUBE SHOCK ABSOR	\$
78499	61555	PRO-GUARD	PROGUARD SHOCK	\$
220145	69675	ULTRA CAR SHOCKS	ULTRA SHOCK	\$
220236	69606	ULTRA CAR SHOCKS	ULTRA SHOCK	\$
258160	69625	ULTRA CAR SHOCKS	ULTRA SHOCK	\$
62851	G63375	ULTRA LT	ULTRA LT SHOCK	\$
244429	G63808	ULTRA LT	ULTRA LT SHOCK	\$
186209	41-993	AC - PLATINUM PLUG	AC DBL PLATINUM PLUG	\$
186210	41-940	AC - PLATINUM PLUG	AC DBL PLATINUM PLUG	\$
391388	41-101	AC - PLATINUM PLUG	AC IRIIDIUM SPARK PLUG	\$
617922	41-985	AC - PLATINUM PLUG	AC IRIIDIUM SPARK PLUG	\$
22175	1	AC - RAPID FIRE	AC PERFORMANCE PLATINUM	\$
298613	12	AC - RAPID FIRE	AC PERFORMANCE PLATINUM	\$
107029	R43TS	AC - RESISTOR	AC SPARK PLUG	\$
107128	R44T	AC - RESISTOR	AC SPARK PLUG	\$
107219	R44XLS	AC - RESISTOR	AC SPARK PLUG	\$
107284	R45T	AC - RESISTOR	AC SPARK PLUG	\$
107300	R45TS	AC - RESISTOR	AC SPARK PLUG	\$
304766	CR43TS	AC - RESISTOR	AC SPARK PLUG	\$
231187	60G	AC GLOW PLUG	AC GLOW PLUG	\$
105700	764	AUTOLITE	AUTOLITE SPARK PLUG	\$
105833	25	AUTOLITE	AUTOLITE SPARK PLUG	\$
117670	24	AUTOLITE	AUTOLITE SPARK PLUG	\$
117687	5224	AUTOLITE	AUTOLITE SPARK PLUG	\$

514733	103	AUTOLITE	AUTOLITE SPARK PLUG	\$
117704	APP764	AUTOLITE DBL PLAT	AUTOLITE DBL PLAT. PLUG	\$
434627	APP104	AUTOLITE DBL PLAT	AUTOLITE DBL PLAT. PLUG	\$
434628	APP103	AUTOLITE DBL PLAT	AUTOLITE DBL PLAT. PLUG	\$
33433	1112	AUTOLITE GLOW PLUGS	AUTOLITE GLOW PLUG	\$
117698	AP764	AUTOLITE PLAT PLUG	AUTOLITE PLATINUM PLUG	\$
117699	AP765	AUTOLITE PLAT PLUG	AUTOLITE PLATINUM PLUG	\$
509375	AP104	AUTOLITE PLAT PLUG	AUTOLITE PLATINUM PLUG	\$
509378	AP24	AUTOLITE PLAT PLUG	AUTOLITE PLATINUM PLUG	\$
509379	AP25	AUTOLITE PLAT PLUG	AUTOLITE PLATINUM PLUG	\$
509384	AP3924	AUTOLITE PLAT PLUG	AUTOLITE PLATINUM PLUG	\$
509391	AP5224	AUTOLITE PLAT PLUG	AUTOLITE PLATINUM PLUG	\$
509392	AP605	AUTOLITE PLAT PLUG	AUTOLITE PLATINUM PLUG	\$
870933	4002	BOSCH PLATINUM PLUS	BOSCH PLATINUM PLUS	\$
305599	405	CHAMPION RESISTOR PL	CHAMP SPARK PLUG RN14YC	\$
305656	412	CHAMPION RESISTOR PL	CHAMP SPARK PLUG RC12LYC	\$
305664	415	CHAMPION RESISTOR PL	CHAMP SPARK PLUG RN9YC	\$
305821	14	CHAMPION RESISTOR PL	CHAMP SPARK PLUG RJ12YC	\$
306076	71	CHAMPION RESISTOR PL	CHAMP SPARK PLUG RC12YC	\$
517598	436	CHAMPION RESISTOR PL	CHAMP SPARK PLUG	\$
289058	SP-415	MOTORCRAFT - RESISTO	MOTORCRAFT SPARK PLUG	\$
289066	SP-419	MOTORCRAFT - RESISTO	MOTORCRAFT SPARK PLUG	\$
289074	SP-420	MOTORCRAFT - RESISTO	MOTORCRAFT SPARK PLUG	\$
289157	SP-435	MOTORCRAFT - RESISTO	MOTORCRAFT SPARK PLUG	\$
289199	SP-450	MOTORCRAFT - RESISTO	MOTORCRAFT SPARK PLUG	\$
84914	SP-432	MOTORCRAFT PLATINUM	MOTORCRAFT PLATINUM PLUG	\$
464328	SP-504	MOTORCRAFT PLATINUM	MOTORCRAFT PLATINUM PLUG	\$
534149	SP-479	MOTORCRAFT PLATINUM	MOTORCRAFT PLATINUM PLUG	\$
534649	SP-500	MOTORCRAFT PLATINUM	MOTORCRAFT PLATINUM PLUG	\$
534651	SP-493	MOTORCRAFT PLATINUM	MOTORCRAFT PLATINUM PLUG	\$
94330	DL9990S	DL DOMESTIC STARTERS	REMAN DURALAST STARTER	\$
8842	5086	POWER STEERING PUMPS	REMAN PS PUMP	\$
8901	5162	POWER STEERING PUMPS	REMAN PS PUMP	\$
8989	6391	POWER STEERING PUMPS	REMAN PS PUMP	\$
260936	7125	POWER STEERING PUMPS	REMAN PS PUMP	\$
6536	FA1171	BALL JOINTS DOM VEH	BALL JOINT	\$
89629	FA2001	BALL JOINTS DOM VEH	BALL JOINT	\$
89630	FA2002	BALL JOINTS DOM VEH	BALL JOINT	\$
236087	FA2100	BALL JOINTS DOM VEH	BALL JOINT	\$
258631	FA2098	BALL JOINTS DOM VEH	BALL JOINT	\$
305200	FA2093	BALL JOINTS DOM VEH	BALL JOINT	\$
71340	FA1555	IDLER ARMS - DOM VEH	PITMAN ARM	\$

743146	FA1174	IDLER ARMS - DOM VEH	IDLER ARM	\$
329091	ES3364	TIE ROD ENDS DOM VEH	TIE ROD END	\$
334924	ES3455	TIE ROD ENDS DOM VEH	TIE ROD END	\$
334926	ES3459	TIE ROD ENDS DOM VEH	TIE ROD END	\$
2942	611-110.1	LUG NUTS	WHEEL NUT BAGGED	\$
89029	611-016.1	LUG NUTS	WHEEL NUT BAGGED	\$
89037	611-122.1	LUG NUTS	WHEEL NUT	\$
90449	611-074.1	LUG NUTS	WHEEL NUT	\$
87718	610-254.1	WHEEL STUDS	WHEEL BOLT BAGGED	\$
15966	TF207	TRANSMISSION FILTER	TRANSMISSION FILTER	\$
15968	TF350	TRANSMISSION FILTER	TRANSMISSION FILTER	\$
66701	TF320	TRANSMISSION FILTER	TRANSMISSION FILTER	\$
66705	TF325	TRANSMISSION FILTER	TRANSMISSION FILTER	\$
143885	TF403	TRANSMISSION FILTER	TRANSMISSION FILTER	\$
296985	TF190	TRANSMISSION FILTER	TRANSMISSION FILTER	\$
602508	91-16	ANCO AERO ADV BLADES	16" AEROVANTAGE BLADE	\$
602532	91-19	ANCO AERO ADV BLADES	19" AEROVANTAGE BLADE	\$
20452	C-22-UB	ANCO CONTOUR UNIVER	CONTOUR UNIV WIPER BLADE	\$
10422	N22R	ANCO QUICK REFILLS	22" NARROW & TRAPEZOID	\$
379636	N20R	ANCO QUICK REFILLS	20" NARROW & TRAPEZOID	\$
380170	N18R	ANCO QUICK REFILLS	18" NARROW & TRAPEZOID	\$
53465	41918	BOSCH MICRO-E BLADES	BOSCH EXCEL PLUS WIPER18	\$
53467	41920	BOSCH MICRO-E BLADES	BOSCH EXCEL PLUS WIPER20	\$
53469	41922	BOSCH MICRO-E BLADES	BOSCH EXCEL PLUS WIPER22	\$
861188	DLW-20	DURALAST WINTERBLADE	DURALAST WINTER BLADE 20	\$
861189	DLW-22	DURALAST WINTERBLADE	DURALAST WINTER BLADE 22	\$
570503	RX30218	RAIN X	RAINX WB 18" WIPER BLADE	\$
570505	RX30220	RAIN X	RAINX WB 20" WIPER BLADE	\$
570508	RX30222	RAIN X	RAINX WB 22" WIPER BLADE	\$

Charlotte - Newberry				
ITEM	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER	DISCOUNT PERCENTAGE
#			DATE AND COLUMN	
1	Alternators and Starters			
	AC Delco	MPA	N/A	5%, 10%, 15%, 20%
	Beck/Arnley	Units Parts	N/A	5%, 10%, 15%, 20%
	Genco	Beck/Arnley	N/A	5%, 10%, 15%, 20%
	Wagner	World Wide	N/A	5%, 10%, 15%, 20%
2	Bearings (ball, roller)			
	BCA	Timken	N/A	5%, 10%, 15%, 20%
	Timkin	BCA	N/A	5%, 10%, 15%, 20%

		Federal Mogul	N/A	5%, 10%, 15%, 20%
		L&S	N/A	5%, 10%, 15%, 20%
3	Batteries			
	AC Delco	JCI	N/A	5%, 10%, 15%, 20%
4	Belts, Hoses, Clamps			
	Gates	Goodyear	N/A	5%, 10%, 15%, 20%
	Goodyear	Raydyot	N/A	5%, 10%, 15%, 20%
	Ideal			
5	Brakes (Pads & Shoes)			
	Bendix	Morse	N/A	5%, 10%, 15%, 20%
	Eaton	Perf Friction	N/A	5%, 10%, 15%, 20%
	Mentor	Satisfied	N/A	5%, 10%, 15%, 20%
	Raybestos	Federal Mogul	N/A	5%, 10%, 15%, 20%
	Perf Friction			
5A	Brakes (Drums & Rotors)			
	Guinte	Aimco	N/A	5%, 10%, 15%, 20%
	VIPAR	Neotek	N/A	5%, 10%, 15%, 20%
	United	Quallis	N/A	5%, 10%, 15%, 20%
		Master	N/A	5%, 10%, 15%, 20%
		Perf. Friction	N/A	5%, 10%, 15%, 20%
5B	Brakes (Calipers)			
	VIPAR	ARI	N/A	5%, 10%, 15%, 20%
		Fenwick	N/A	5%, 10%, 15%, 20%
		All Parts	N/A	5%, 10%, 15%, 20%
6	Caps and Thermostats			
	Stant	CST	N/A	5%, 10%, 15%, 20%
7	Chemicals			
	CRC	CRC	N/A	5%, 10%, 15%, 20%
		Prestone	N/A	5%, 10%, 15%, 20%
		Lucas	N/A	5%, 10%, 15%, 20%
8	Coolant/Antifreeze			
	Shelzone/Motorcraft	Zerex, Prestone, Old World	N/A	5%, 10%, 15%, 20%
9	Electrical & Ignition			
	AC Delco	Wells	N/A	5%, 10%, 15%, 20%
	Motorcraft	GPS	N/A	5%, 10%, 15%, 20%
	Cole Hersee	AC Delco	N/A	5%, 10%, 15%, 20%
	Standard	Robert Bosch	N/A	5%, 10%, 15%, 20%
10	Emission & Exhaust			
	AC Delco	Arvin Meritor	N/A	5%, 10%, 15%, 20%
	Motorcraft	Bosal	N/A	5%, 10%, 15%, 20%
11	Filters			
	AC Delco	Champ Labs	N/A	5%, 10%, 15%, 20%

	Motorcraft	Fram	N/A	5%, 10%, 15%, 20%
	Wix	AC Delco	N/A	5%, 10%, 15%, 20%
12	Gaskets and Seals			
	AC Delco	Felpro	N/A	5%, 10%, 15%, 20%
	National	Beck Arnley	N/A	5%, 10%, 15%, 20%
	C/R	Timken	N/A	5%, 10%, 15%, 20%
13	Heating & Air Conditioning			
	AC Delco	Compressor Works	N/A	5%, 10%, 15%, 20%
	Motorcraft	Four Seasons	N/A	5%, 10%, 15%, 20%
		Ready Aire	N/A	5%, 10%, 15%, 20%
14	Lamps, Lighting, Mirrors			
	Federal Signal	Sylvania	N/A	5%, 10%, 15%, 20%
	Grote	GE	N/A	5%, 10%, 15%, 20%
	Retrac	Phillips	N/A	5%, 10%, 15%, 20%
	Wagner	Victor	N/A	5%, 10%, 15%, 20%
	Trucklite	Pilot	N/A	5%, 10%, 15%, 20%
15	Power Steering Pumps and Gears			
	A-1 Cardone	A-1 Cardone	N/A	5%, 10%, 15%, 20%
16	Pumps (fuel & water)			
	AC Delco	ACS	N/A	5%, 10%, 15%, 20%
	Motorcraft	Bosch	N/A	5%, 10%, 15%, 20%
	TRW	Master	N/A	5%, 10%, 15%, 20%
		GMB	N/A	5%, 10%, 15%, 20%
17	Steering and Suspension			
	Moog	Gabriel	N/A	5%, 10%, 15%, 20%
	Montoe	Quallis	N/A	5%, 10%, 15%, 20%
	Motorcraft	FederalMogul	N/A	5%, 10%, 15%, 20%
		McQuay	N/A	5%, 10%, 15%, 20%
18	Universal Joints			
	Precision	Anchor	N/A	5%, 10%, 15%, 20%
	Spicer	Neapco	N/A	5%, 10%, 15%, 20%
		Beck Arnley	N/A	5%, 10%, 15%, 20%
19	Wipers			
	Ansco	Anco	N/A	5%, 10%, 15%, 20%
	Motorcraft	Bosch	N/A	5%, 10%, 15%, 20%
	Trico			5%, 10%, 15%, 20%
20	Wheel Accessories	Plews	N/A	5%, 10%, 15%, 20%
	Moog	Superior	N/A	5%, 10%, 15%, 20%
		Motormite	N/A	5%, 10%, 15%, 20%

Contract No: 060-M1

Terms and Conditions

STATE OF TEXAS
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TEXAS PROCUREMENT AND SUPPORT SERVICES (TPASS)

THIS CONTRACT is by and between the STATE OF TEXAS ("State") acting through the TEXAS COMPTROLLER OF PUBLIC ACCOUNTS ("CPA"), with offices in the LBJ State Office Building, 111 E. 17th Street, Austin, Texas 78774 and AutoZone Texas, LP ("Contractor") with offices at 1201 S. Sherman Street.
Suite 209 Richardson, TX. 75081.

1. BACKGROUND:

Charlotte-Mecklenburg (the "Lead Public Agency") has entered into a contract with the Contractor for the purchase of Automotive Parts and Accessories (the "Master Agreement"). U.S. Communities Government Purchasing Alliance ("U.S. Communities") administers purchases under the Master Agreement to other public agencies ("Participating Public Agencies") on a national basis. Such a cooperative agreement is not a commitment to purchase any goods or services; it is only a convenient way to do so should an authorized entity so choose during the Master Agreement's term.

The Texas Comptroller of Public Accounts has also determined that the Master Agreement offers goods or services that may be of interest to various state agencies and local governments and has therefore decided to use the Master Agreement as a basis for a state cooperative purchasing contract with the Contractor. This state cooperative purchasing contract (the "Contract") establishes terms and conditions under which a State Agency or Local Government (as defined below) may acquire the Contractor's goods or services, but in no manner obligates any State Agency or Local Government to do so.

TERMS & CONDITIONS

2. COMPOSITION OF CONTRACT:

- (a) This Contract consists of the terms of the Master Agreement, Number 0601343, as amended by this Contract (*see Paragraph 36 "ENTIRE AGREEMENT"*). The Contract consists of all the documents and materials incorporated in Master Agreement. Those documents include, among possible others, the Lead Public Agency's original solicitation, the Contractor's offer to the Lead Public Agency, with amendments, the Contractor's best and final offer letter, the final award, and the Contractor's most current version of its price schedule (the, "Authorized Price List").
- (b) Additionally, all representations, clarifications, and certifications submitted by the Contractor as a part of that contracting process are also included, as well as any laws, regulations, documents, guidelines, and other materials incorporated by reference in the Master Agreement.

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- (c) It is recognized that prices reflected in the Master Agreement are maximum prices. A State Agency, Local Government or other Participating Public Agency may negotiate a lower price for goods and services listed in the Master Agreement.

3. CERTIFICATION OF ACCURACY:

The Contractor hereby certifies that all copies of the Contractor's Authorized Price List that were submitted to the State as part of the negotiation of this Contract are true, correct, current, and complete copies of that Authorized Price List. The Contractor further represents and warrants that all future Authorized Price Lists submitted to revise this Contract will also be true, correct, current, and complete copies of the then-current Authorized Price List under the Master Agreement.

4. REPRESENTATIONS:

The Contractor warrants that all certifications and representations made to Lead Public Agency and U.S. Communities as a basis for obtaining or as a part of the Master Agreement were and still are true and accurate. The Contractor further agrees that such representations are a basis for the State entering into this Contract and that such representations and certifications inure to the State's benefit.

5. FUTURE NOTICE:

The Contractor acknowledges that any continuing obligation to notify Lead Public Agency or U.S. Communities of changes affecting the Master Agreement, including by way of example, notices required under the price reduction provisions of the Master Agreement, must be provided in the same manner to the State. The State's rights under those notices will be the same as the rights of the original parties to the Master Agreement. Additionally, the Contractor agrees to notify the State within thirty (30) calendar days of all changes in the status of, or amendments to, the Master Agreement.

6. PARTIES TO THE CONTRACT:

- (a) References to the "Contracting Officer" will mean the State representative, or their successor or designee, who signed this Contract on behalf of the State. Additionally, for purposes of this Contract, all rights and obligations of the Contractor and the Lead Public Agency under the Master Agreement, except to the extent that such would create an absurdity, or are otherwise clearly inappropriate, or would violate state or federal law, will be rights and obligations between the Contractor and the State.
- (b) This Contract may be relied on by any "State Agency" as defined under §2251.001(8), Texas Government Code and any "Local Government" as defined under §271.101, Texas Local Government Code. Whenever a Local Government relies upon this Contract to issue a purchase order, the Local Government will step into the shoes of the

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State under this Contract. Any order placed by a Local Government under this contract will be between the Contractor and the Local Government. The Contractor will look solely to the Local Government for performance, including but not limited to payment, and will hold the State harmless with regard to such orders. The State, however, will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Local Government.

- (c) Nothing in this Contract requires the Contractor to accept an order from a Local Government where the Contractor reasonably believes that the Local Government is or will be unable to perform its obligations in relation to that order.
- (d) Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under this Contract. Contractor or Contractor's employees, representatives, agents, and any subcontractors shall not be employees of the State. Should Contractor subcontract any of the services required in this Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the State is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

7. SPECIFIC CHANGES TO PROVISIONS INCLUDED IN THE MASTER AGREEMENT:

The State and the Contractor agree to the following changes to specific provisions of the Master Agreement, notwithstanding anything to the contrary contained in the Master Agreement:

- (a) All equipment will be new and all replacement parts will be new.
- (b) The ordering and payment addresses under this Contract will be those contained in the Contractor's offer letter to the State.
- (c) Payments and invoicing will be in accordance with the terms discussed under Paragraph 12 "PAYMENT; TRAVEL EXPENSES" and Paragraph 13 "INVOICE REQUIREMENTS", below.
- (d) All shipping of equipment under warranty for repairs will be at the Contractor's expense.
- (e) All references to hours of the day will be deemed to be references to Central Standard/Daylight Time.

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- (f) The State will not purchase goods or services for overseas delivery, or provide the Contractor with overseas support.
- (g) The Contractor will not offer to the State any products that are not Year 2000 compliant. All such items listed in the Contractor's Authorized Price List are deleted for purposes of the State.
- (h) For administrative convenience and to satisfy a total best value procurement requirement, a purchasing entity may, if the quoted price is determined to be fair and reasonable, purchase incidental items that are not on the Master Agreement. The purchase of incidental, off schedule items will be treated as an open market purchase and clearly labeled on the schedule purchase order as open market items. Contractor agrees that all purchases made by a State Agency or Local Government under this Contract shall be reported to U.S. Communities as purchases made under the Master Agreement.
- (i) Those terms and conditions of the Master Agreement not specifically referenced by the amendments delineated under this heading shall remain unchanged.
- (j) The Contractor will provide a Universal Resource Locator (URL) address that is exclusive to the Contractor's TPASS-Managed contract and catalog. The "hot link" must allow users access to the Contractor's TPASS-Managed catalog from the CPA website.

8. CONTRACTOR QUARTERLY SALES REPORT:

- (a) The Contractor shall report to the State the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales under this Contract. The dollar value of the sale shall be the price paid by the contract user for the products and services on a contract task or delivery order, as recorded by the Contractor.
- (b) The Contractor shall report the quarterly dollar value of sales electronically in the on-line format provided by CPA (See Paragraph 8(de), below). If no sales occur, the Contractor shall report "NO" sales. The report shall be submitted within thirty (30) calendar days following the end of the calendar month.
- (c) The Contractor shall also submit a final closeout report within one hundred and twenty (120) calendar days after the expiration or termination of this Contract. The contract shall expire upon the physical completion of the last outstanding task or delivery the final order under the Contract. The closeout report shall include all sales not shown in the final or most recent quarterly report and shall reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor shall report "zero" sales in the closeout report.

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- (d) The Quarterly Sales Report shall be submitted electronically online at:
<https://portal.cpa.state.tx.us/TPASS-Managed/vendor/> (see Attachment A).
- (e) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, the State may terminate or cancel this Contract in accordance with Paragraph 19 "TERMINATION; SURVIVAL".

9. DEALERS/DISTRIBUTORS:

- (a) Upon approval of CPA, the Contractor may designate one or more dealers or distributors to provide services under this Contract on behalf of the Contractor. To designate a dealer or distributor, the Contractor must provide a Letter of Authorization. The Contractor shall provide a separate Letter of Authorization for each designated dealer or distributor.
- (b) The Letter of Authorization must be submitted on the Contractor's official letterhead, signed by an authorized representative, and addressed to the attention of the Director of the Texas Procurement and Support Services Division at the address set forth in Paragraph 29 (Notices) of this Contract. The Letter of Authorization must include a Letter of Acceptance from the dealer/distributor and all supporting documentation. By submitting a Letter of Authorization, the Contractor represents and warrants the following:
 - (1) The dealer/distributor has been given a copy of this Contract, a duly authorized representative of the dealer/distributor has agreed in writing to be bound by the terms and conditions of this Contract, and that such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
 - (2) The Contractor agrees to remain liable under this Contract for any failure of the dealer/distributor to perform and for any breach of the dealer/distributor under this Contract.
 - (3) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due the Contractor once the State has paid the dealer.
 - (4) To the extent that there is any liability to the State arising from doing business with a dealer or distributor that has not signed the Letter of Acceptance required under this section with the Contractor, the Contractor will indemnify the State for such liability.
 - (5) The Contractor's Letter of Authorization shall remain effective until CPA receives written notification from the Contractor that the authorization to a dealer or distributor is withdrawn.
- (c) The Letter of Acceptance must be submitted on the dealer/distributor's official letterhead, signed by an authorized representative of the dealer/distributor, and

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addressed to the attention of the Contractor. In the Letter of Acceptance, the dealer or distributor must represent and warrant that it has been given a copy of this Contract, it agrees to be bound by the terms and conditions of this Contract, and such agreement specifically provides that it is for the benefit of the State as well as the Contractor.

- (1) For a dealer, the Letter of Acceptance must also include the following information:
 - i. the dealer's name and address,
 - ii. the dealer's point of contact name, telephone number, fax number, and email address,
 - iii. the dealer's purchase order, invoice, and payment address(es),
 - iv. the dealer's Federal Employer's Identification number (FEI),
 - v. the dealer's Dun and Bradstreet (DUNS) number, if available,
 - vi. the dealer's completed W9, and
 - vii. the dealer's HUB Certificate, if dealer is a Texas HUB.
- (2) For a distributor, the Letter of Acceptance must also include the following information:
 - i. the distributor's name and address,
 - ii. the distributor's point of contact name, telephone number, fax number, and email address,
 - iii. the distributor's purchase order, invoice, and payment address(es),
 - iv. the distributor's Federal Employer's Identification number (FEI),
 - v. the distributor's Dun and Bradstreet (DUNS) number, if available, and
 - vi. the distributor's HUB Certificate, if distributor is a Texas HUB.
- (d) Prior to CPA's approval of the Contractor's designated dealer or distributor, CPA will review the Letter of Authorization and the required documentation for compliance with this section and applicable state laws and regulations. If the Letter of Authorization is incomplete, e.g. does not include the Letter of Acceptance or other required documentation, then CPA reserves the right to reject the Letter of Authorization and require re-submission by the Contractor of the Letter of Authorization and all required documentation.

10. POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS):

- (a) In accordance with §§2161.181-2161.182, Texas Government Code and 34 Texas Administrative Code (TAC) §20.11, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUB Rules, 34 TAC §§20.11-20.28

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encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

- (b) The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:
 - (1) 11.9% for heavy construction other than building contracts;
 - (2) 26.1% for all building construction, including general contractors and operative builders contracts;
 - (3) 57.2% for all special trade construction contracts;
 - (4) 20% for professional services contracts;
 - (5) 33% for all other services contracts; and
 - (6) 12.6% for commodities contracts.
- (c) Each State Agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year.
- (d) Contractors are urged to utilize Texas Certified HUBs as dealers or distributors whenever possible to promote full and equal business opportunities and assist state agencies in meeting the goals listed above. Instructions for generating a list of Certified Texas HUB Vendors that are registered on the Texas Centralized Master Bidder List (CMBL) for the commodities included in the contract schedule are attached (see Attachment B). Contractors are also strongly encouraged to make a good faith effort within the basic terms of the U.S. Communities contract and consider engaging the service of a HUB to meet the contractual obligation in Texas. **The attached TPASS-Managed HUB Good Faith Effort Certification must be completed and returned with this document (see Attachment C).**

11. LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12. PAYMENT; TRAVEL EXPENSES:

- (a) Payment shall be made in accordance with Chapter 2251, Texas Government Code.
- (b) Except as provided for in §2251.021(b), Texas Government Code payment by a State Agency or Local Government is due within thirty (30) calendar days after the later of:

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- (1) the date the State Agency or Local Government receives the goods under the contract;
 - (2) the date the State Agency or Local Government receives a proper invoice (*see Paragraph 13 "INVOICE REQUIREMENTS"*) for the goods or services; or
 - (3) the date the performance of the service under the contract is completed
- (c) Except as provided for in §2251.021(b), Texas Government Code, a payment will begin to accrue interest at a rate of one percent a month on the 31st day after the later event described by subsections (b)(1) through (3) above. Interest stops accruing on the date the State Agency or Local Government mails (postmark) or electronically transmits the payment.
- (d) Any travel or per diem required by the Contractor to perform its obligations under this Contract will be at the Contractor's expense. All travel and per diem that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with State of Texas Travel Allowance Guide.

13. INVOICE REQUIREMENTS:

- (a) In order to receive payment, the Contractor must submit an original invoice to the office designated in the purchase order as the "Bill To" address. To be a proper invoice, the invoice must include the following information and/or attachments:
- (1) Name and address of the Contractor as designated in this Contract.
 - (2) The Contractor's Texas Identification Number (TIN) as designated in this Contract.
 - (3) The Contractor's invoice remittance address as designated in this Contract.
 - (4) The purchase order number authorizing the delivery of products or services.
 - (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).
- (b) If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
- (c) If an invoice does not meet this section's requirements or if the Contractor fails to give proper notice of a price increase (*see Paragraph 15 "NOTIFICATION OF PRICE INCREASE"*), the State will send the Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within twenty-one (21) calendar days after receipt of the invoice. The notice will contain a description of the

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defect or impropriety and any additional information the Contractor needs to correct the invoice.

14. AUDIT REQUIREMENTS:

In addition to and without limitation on the other audit provisions of this Contract, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by the Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Contract may be amended unilaterally by CPA to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. The Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

15. NOTIFICATION OF PRICE INCREASES:

For price increases authorized under this Contract, notification of such must be given to the CPA and to the purchase order "bill to" address contained in the applicable purchase order(s) for any orders affected by the increase (e.g., existing leases, licenses, or annual maintenance programs). The Contractor must give these notices no later than thirty (30) calendar days before the effective date of the price increase. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

16. NON-APPROPRIATION OF FUNDS:

This Contract and any order resulting from this Contract is subject to termination or cancellation, without penalty to the State, either in whole or in part, subject to the availability of state funds. If the Texas Legislature fails to continue funding for the payments due under a Purchase Order under this Contract, the Purchase Order will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, the State will not be liable to Contractor for any damages, which are caused or associated with such termination, or cancellation and the State will not be required to give prior notice.

17. PUBLIC INFORMATION; SEARCH ENGINE KEYWORDS:

- (a) Notwithstanding any provisions of this Contract to the contrary, Contractor understands that the State will comply with the Texas Public Information Act (Chapter 552, Texas

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Government Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act.

- (b) The CPA maintains a TPASS-Managed-only search engine on the TPASS-Managed Web site. This search engine allows State Agencies and participating Local Government to search TPASS-Managed contractor catalogs. The Contractor may submit to the CPA a list of keywords that directly relate to the Contractor's catalog items/services. The Contractor may update this list of keywords at its discretion during the term of this Contract.

The CPA, at its sole discretion, may review the keywords submitted by the Contractor. If the CPA determines that the keywords submitted do not directly relate to the Contractor's catalog items/services, the CPA may terminate this Contract in accordance with Paragraph 19, TERMINATION; SURVIVAL.

18. TAX EXEMPTION:

The State is exempt from State Sales tax and Federal Excise tax. Ordering entities will furnish Tax Exemption Certificate(s) to the Contractor upon request.

19. TERMINATION; SURVIVAL:

The State or the Contractor may cancel this Contract, in whole or in part, without cause on thirty (30) calendar day's written notice. The Contract shall terminate upon later to occur of (1) the expiration of the Master Agreement or (2) the physical completion of the last outstanding task or delivery of the final order under the Contract. All applicable service agreements that were entered into between the Contractor and the ordering entity under the terms and conditions of the Contract shall survive the cancellation or termination of the Contract.

20. AUTOMATIC RENEWAL:

This contract is automatically renewed on the date that the Lead Public Agency exercises any renewal option pursuant to the Master Agreement. All State of Texas terms and conditions will continue and apply to all renewal periods unless modified by mutual agreement.

21. DELIVERIES:

Unless stated otherwise in the Master Agreement, all deliveries will be F.O.B. Destination.

22. EQUAL EMPLOYMENT OPPORTUNITY:

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The Contractor shall comply with all Federal and Texas laws regarding equal employment opportunity.

23. DRUG FREE WORKPLACE:

The Contractor shall make a good faith effort to ensure that none of its employees are under the influence of or possess illegal drugs or alcohol or abuse prescription drugs while they are on State property.

24. AMERICANS WITH DISABILITIES ACT:

The Contractor shall comply with the requirements of the Americans with Disabilities Act.

25. IMMIGRATION:

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

26. CONTRACTOR AFFIRMATIONS:

- (a) The Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted contract.
- (b) The Contractor certifies that, pursuant to 15 U.S.C. Sec. 1, *et seq.* and Tex. Bus. & Comm. Code Sec. 15.01, *et seq.*, neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. The Contractor hereby assigns to the ordering entity any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.* (1973) as amended, and the Texas Free Enterprise and Antitrust Act of 1983, Tex. Bus. & Comm. Code Sec. 15.01, *et seq.* (1983).
- (c) The Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that the Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that the Contractor is not listed on the federal government's terrorism

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watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

- (d) Pursuant to §231.006(d), Texas Family Code, regarding child support, the Contractor certifies that the individuals or business entity named in this Contract are not ineligible

to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if the certification is inaccurate. Furthermore, any Contractor subject to §231.006, Texas Government Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

- (e) Pursuant to §2155.004(a), Texas Government Code, the Contractor certifies that neither it nor any person or entity which will participate financially in the Contract has received compensation for participation in the preparation of specifications for this Contract. Under §2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and/or payment withheld if this certification is inaccurate.

- (f) **THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND CPA, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY CPA. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CPA OR ITS EMPLOYEES.**

- (g) The Contractor acknowledges and agrees that, to the extent the Contractor owes any debt, including but not limited to delinquent taxes or child support to the State of Texas, any payments or other amounts the Contractor is otherwise owed under or related to any order resulting from this Contract may be applied by CPA toward any debt the Contractor owes the State of Texas until the debt is paid in full. These provisions are effective at any time the Contractor owes any such debt or delinquency. The Contractor shall comply with rules adopted by CPA under §§403.055, 403.0551, and 2252.903,

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Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

- (h) The Contractor certifies that this Contract is in compliance with §669.003, Texas Government Code, relating to contracting with executive head of a State Agency. If §669.003, Texas Government Code applies, the Contractor will complete the following information in order for the offer to be evaluated:

Name of Former executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with the Contractor: _____

Date of Employment with the Contractor: _____

- (i) To the extent applicable, in accordance with §2155.4441, Texas Government Code, the Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- (j) The Contractor certifies that it has no actual or potential conflicts of interest with CPA in entering into the Contract, and that the Contractor entering into such Contract will not reasonably create an appearance of impropriety.
- (k) The Contractor certifies that payment to the Contractor and the Contractor's receipt of appropriated or other funds under this Contract are not prohibited by §556.005 or §556.008, Texas Government Code.
- (l) Under §2155.006(b), Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under §2155.006, Texas Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to

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receive the specified contract and acknowledges that this Contract and any order resulting from this Contract may be terminated and payment withheld if this certification is inaccurate.

- (m) The Contractor agrees that each of the above referenced affirmations apply to and is for the benefit of the ordering entities. Furthermore, the Contractor agrees that by accepting an order under this Contract the Contractor certifies to the ordering entity that the above listed affirmations are true and correct with respect to the specific ordering entity.

27. PUBLICITY:

The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the prior, written consent of the State.

28. ASSIGNMENT:

The Contractor will not assign this Contract without the written consent of the State.

29. NOTICES:

Any written notices required under this Contract shall be sent to the party at the respective address indicated below:

- (a) The address for the Contractor shall be the address specified on Page 1 of this Contract.
- (b) The address for CPA shall be as follows:

for hand delivery:

Texas Comptroller of Public Accounts
Attn: Director of Texas Procurement and Support Services Division
1711 San Jacinto Blvd.
Austin, TX 78701

for U.S. mail:

Texas Comptroller of Public Accounts
Attn: Director of Texas Procurement and Support Services Division
P.O. Box 13186
Austin, TX 78711-3186

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Notices will be by either hand delivery or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. The Contractor and CPA agree that either party may change the designated notice address in this Paragraph by written notification to the other party.

30. DISPUTE RESOLUTION:

- (a) Chapter 2260, Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, CPA has adopted rules under Chapter 2260 for CPA's Texas Procurement and Support Services Division, codified at 34 Texas Administrative Code §20.384, and may adopt revisions to these rules throughout the term of this Contract, including any extensions. The Contractor and CPA shall comply with such rules.
- (b) Disputes arising between an ordering entity and the Contractor shall be resolved in accordance with the dispute resolution process of the ordering entity that is not inconsistent with Chapter 2260. CPA shall not be a party to any such dispute unless CPA, the ordering entity, and the Contractor agree in writing.

31. AMENDMENT:

- (a) This Contract may be amended only upon written agreement between CPA and the Contractor, but in no case shall this Contract be amended so as to make it conflict with the laws of the State of Texas.
- (b) No additional term or condition in a purchase order issued by an ordering entity may weaken a term or condition of this Contract. However, additional terms and conditions that do not weaken the terms or conditions of this Contract and are acceptable to the Contractor may be added to the purchase order and given effect.

32. NO WAIVER:

No provision of the Contract will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Contract or otherwise available to the State by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

33. HEADINGS:

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.

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34. ORDER OF PRIORITY:

If there is any inconsistency or conflict between this document and any provision of any document incorporated by reference, this document will prevail.

35. ENTIRE AGREEMENT:

This Contract consists of the Master Agreement (*see Paragraph 2 "COMPOSITION OF CONTRACT"*), this Contract document together with Attachments A, B, and C (which are incorporated herein by this reference), the Contractor's State Offer Letter, and, if applicable, the Contractor's letter(s) designating dealers and/or distributors, and any price lists or catalogs specifically mentioned elsewhere in this Contract. The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.

36. GOVERNING LAW, VENUE:

This Contract is governed by and will be construed under and in accordance with the laws of the State of Texas, and venue for any dispute will be in a court of competent jurisdiction in Travis County, Texas.

37. SEVERABILITY:

In the event that any term, provision, covenant, or condition of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

TO SHOW THEIR AGREEMENT, the parties have caused this Contract to be executed by their undersigned, duly authorized representatives on the date(s) below and this Contract is effective as of the date of signature by the State.

**State of Texas,
Texas Comptroller of Public Accounts**

SIGNATURE ON FILE

NAME / Martin A. Hubert

TITLE Deputy Comptroller

DATE 3/22/10

Contractor

SIGNATURE ON FILE

NAME Chuck Helmer

TITLE National Account Manager

DATE February 9, 2010

AMENDMENT TO
STATE OF TEXAS
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TEXAS PROCUREMENT AND SUPPORT SERVICES MANAGED CONTRACT

This is an Amendment to the Texas Procurement and Support Services Managed Contract ("Agreement") between the State of Texas ("State"), acting by and through the Texas Comptroller of Public Accounts ("CPA") and AutoZone Texas LP.

The Agreement is amended to reflect that the Contractor warrants and guarantees that the Contractor is compliant with Payment Card Industry (PCI) data security standards, also known as "PCI Compliance." Contractor further warrants and guarantees that, for the entire period of the contract, including renewal and extension periods, Contractor will remain in compliance with PCI data security standards, including future changes to such standards.

In all other respects, said Agreement is to remain unchanged.

In WITNESS WHEREOF, the parties have executed this Amendment as Written.

State of Texas,
Texas Comptroller of Public Accounts

Contractor

SIGNATURE ON FILE

SIGNATURE ON FILE

NAME Martin A. Hubert

NAME CHUCK HELMER

TITLE Deputy Comptroller

TITLE NATIONAL ACCOUNT MANAGER

DATE 11/15/10

DATE 11/12/10

To Prospective Texas Procurement and Support Services Managed Contract Vendors

Subject: Historically Underutilized Business (HUB) Good Faith Effort Certification

As addressed in the basic Contract Terms and Conditions, contractors are strongly encouraged to engage the services of Texas Certified HUBs as distributors or dealers whenever possible to promote full and equal business opportunities and to assist state agencies in meeting the goals specified in the State of Texas Disparity Study. The decision to utilize the services of a currently Certified Texas HUB must be based on a good faith effort and as a potential contractor you are required to show documented evidence that an active participatory role for a HUB entity was considered. Should you elect to use the services of a Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) that may be eligible for Texas Hub certification, arrangements can be made to expedite the application process.

Please answer the following questions by selecting the response that applies to your good faith effort decision. Check the appropriate response(s).

- YES ☐ NO ☒ 1. Are the services of a Certified Texas HUB being utilized to perform the contract referred to in the Terms and Conditions?
- YES ☐ NO ☒ 2. Are the services of a MBE/DBE or equivalent that may be eligible for Texas HUB certification being utilized to perform the contract referred to in the Terms and Conditions?
- YES ☐ NO ☒ 3. Will a Small Business, as defined by regulations of the Small Business Administration (SBA) in 13 C.F.R., Section 121.201, perform the basic contract as awarded by the U.S. Communities (USC)?
- YES ☐ NO ☒ 4. Will the contract be performed by a company, under existing agreements approved by USC, that includes Small Business/MBE/DBE/HUB participation?

Note: This document will become an attachment to the Contract Terms and Conditions and is affirmed by the signature on the Contract Terms and Conditions.

Contract No: 060-M1

Supporting Documents

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

AutoZone Texas, L.P.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶ _____

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

P O BOX 2198, Dept. 8079

City, state, and ZIP code

Memphis, TN 38101

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

62-1611061

Part II Certification

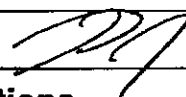
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶



Date ▶

4-8-08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

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EPLS Search Results

Search Results for Parties Excluded by

Partial Name : AUTOZONE or AND TEXAS or
AND LP

As of 19-Mar-2010 12:59 PM EDT

Save to MyEPLS

Your search returned no results.

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Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > For Help: Federal Service Desk



Note: Currently, this search function does not provide accurate information for active taxpayers without a business location in Texas. We are working to correct this issue. E-mail us at tax.help@cpa.state.tx.us to confirm that use taxpayers have an active permit. (Please include the 11-digit Texas taxpayer number when e-mailing us for this information.)

Taxpayer Search Detail

Taxpayer Name: AUTOZONE TEXAS, L P

Mailing Address: PO BOX 2198 ATTN: TAFFY PRICE
MEMPHIS, TN 38101

Taxpayer Number: 16216110615

Permit Status: ACTIVE

Outlet Number	Business Name	Address	Begin Date	End Date	Current Status
00001	AUTOZONE #508	3307 KEMP BLVD WICHITA FALLS, TX 76308	08/27/1995		ACTIVE
00002	AUTOZONE #1301	1200 US HIGHWAY 259 N KILGORE, TX 75662	08/27/1995		ACTIVE
00003	AUTOZONE #1302	1901 W 5TH ST PLAINVIEW, TX 79072	08/27/1995		ACTIVE
00004	AUTOZONE #1303	423 MAIN ST KERRVILLE, TX 78028	08/27/1995	05/01/2000	INACTIVE
00005	AUTOZONE #1304	619 S GUADALUPE ST SAN MARCOS, TX 78666	08/27/1995		ACTIVE
00006	AUTOZONE #1305	424 S CONWAY AVE MISSION, TX 78572	08/27/1995		ACTIVE

00007	AUTOZONE #1306	1001 S 31ST ST TEMPLE, TX 76504	08/27/1995		ACTIVE
00008	AUTOZONE #1307	619 W US HIGHWAY 83 WESLACO, TX 78596	08/27/1995		ACTIVE
00009	AUTOZONE #1308	16607 EL CAMINO REAL HOUSTON, TX 77062	08/27/1995	01/27/2001	INACTIVE
00010	AUTOZONE #1309	1626 S JACKSON ST JACKSONVILLE, TX 75766	08/27/1995	11/18/2005	INACTIVE
00011	AUTOZONE #1310	1500 E GRAND AVE MARSHALL, TX 75670	08/27/1995		ACTIVE
00012	AUTOZONE #1316	1461 N LEE TREVINO DR EL PASO, TX 79936	08/27/1995		ACTIVE
00013	AUTOZONE #1317	6313 BURNET RD AUSTIN, TX 78757	08/27/1995		ACTIVE
00014	AUTOZONE #1318	502 BUSINESS 19 HWY KILLEEN, TX 76543	08/27/1995		ACTIVE
00015	AUTOZONE #1319	13221 NACOGDOCHES RD SAN ANTONIO, TX 78217	08/27/1995		ACTIVE
00016	AUTOZONE #1320	2602 S CONGRESS AVE AUSTIN, TX 78704	08/27/1995		ACTIVE
00017	AUTOZONE #1321	1925 W WACO DR WACO, TX 76707	08/27/1995		ACTIVE
00018	AUTOZONE #1322	3407 MEMORIAL DR WACO, TX 76711	08/27/1995		ACTIVE
00019	AUTOZONE #1323	13450 RESEARCH BLVD AUSTIN, TX 78750	08/27/1995		ACTIVE

00020	AUTOZONE #1324	151 EASTGATE PLZ BELLMEAD, TX 76705	08/27/1995	11/30/2002	INACTIVE
00021	AUTOZONE #1325	501 N 23RD ST MCALLEN, TX 78501	08/27/1995		ACTIVE
00022	AUTOZONE #1326	1502 N SAINT MARYS ST BEEVILLE, TX 78102	08/27/1995	08/31/2006	INACTIVE
00023	AUTOZONE #1328	3201 LEOPARD ST CORPUS CHRISTI, TX 78408	08/27/1995		ACTIVE
00024	AUTOZONE #1329	1211 E RIO GRANDE ST VICTORIA, TX 77901	08/27/1995		ACTIVE
00025	AUTOZONE #1332	62 PARKDALE PLAZA CORPUS CHRISTI, TX 78411	08/27/1995		ACTIVE
00026	AUTOZONE #1335	325 S 14TH ST KINGSVILLE, TX 78363	08/27/1995		ACTIVE
00027	AUTOZONE #1336	1720 E MAIN ST ALICE, TX 78332	08/27/1995		ACTIVE
00028	AUTOZONE #1337	3413 N 10TH ST MCALLEN, TX 78501	08/27/1995		ACTIVE
00029	AUTOZONE #1338	1000 FERRIS AVE WAXAHACHIE, TX 75165	08/27/1995		ACTIVE
00030	AUTOZONE #1339	3201 50TH ST LUBBOCK, TX 79413	08/27/1995		ACTIVE
00031	AUTOZONE #1340	3412 S GEORGIA ST AMARILLO, TX 79109	08/27/1995		ACTIVE
00032	AUTOZONE #1341	612 E AMARILLO BLVD AMARILLO, TX 79107	08/27/1995		ACTIVE

00033	AUTOZONE #1342	3201 SAN BERNARDO AVE LAREDO, TX 78040	08/27/1995		ACTIVE
00034	AUTOZONE #1344	2321 HORNE RD CORPUS CHRISTI, TX 78415	08/27/1995		ACTIVE
00035	AUTOZONE #1345	511 W UNIVERSITY DR DENTON, TX 76201	08/27/1995		ACTIVE
00036	AUTOZONE #1346	2400 W MICHIGAN AVE MIDLAND, TX 79701	08/27/1995		ACTIVE
00037	AUTOZONE #1347	726 W STASSNEY LN AUSTIN, TX 78745	08/27/1995	01/31/2008	INACTIVE
00038	AUTOZONE #1348	3101 ANDREWS HWY ODESSA, TX 79762	08/27/1995		ACTIVE
00039	AUTOZONE #1349	521 N MAIN ST CLEBURNE, TX 76031	08/27/1995		ACTIVE
00040	AUTOZONE #1350	8717 ALAMEDA AVE EL PASO, TX 79907	08/27/1995		ACTIVE
00041	AUTOZONE #1351	5900 ALAMEDA AVE EL PASO, TX 79905	08/27/1995		ACTIVE
00042	AUTOZONE #1352	9800 N DYER EL PASO, TX 79924	08/27/1995		ACTIVE
00043	AUTOZONE #1353	7650 N LOOP DR EL PASO, TX 79915	08/27/1995		ACTIVE
00044	AUTOZONE #1354	3820 DYER ST EL PASO, TX 79930	08/27/1995		ACTIVE
00045	AUTOZONE #1355	911 S STANTON ST EL PASO, TX 79901	08/27/1995		ACTIVE
00046	AUTOZONE #1356	3126 W HARRIS AVE SAN ANGELO, TX 76901	08/27/1995		ACTIVE

00047	AUTOZONE #1357	1411 PLEASANTON RD SAN ANTONIO, TX 78221	08/27/1995		<u>ACTIVE</u>
00048	AUTOZONE #1358	126 E MAIN ST UVALDE, TX 78801	08/27/1995		<u>ACTIVE</u>
00049	AUTOZONE #1359	1585 CLARKSVILLE ST PARIS, TX 75460	08/27/1995	05/04/2001	<u>INACTIVE</u>
00050	AUTOZONE #1360	1004 E SAUNDERS ST LAREDO, TX 78041	08/27/1995		<u>ACTIVE</u>
00051	AUTOZONE #1361	1902 GUADALUPE ST LAREDO, TX 78043	08/27/1995		<u>ACTIVE</u>
00052	AUTOZONE #1362	2145 E MAIN ST EAGLE PASS, TX 78852	08/27/1995	12/01/1998	<u>INACTIVE</u>
00053	AUTOZONE #1363	2400 AVENUE F STE 2 DEL RIO, TX 78840	08/27/1995		<u>ACTIVE</u>
00054	AUTOZONE #1364	795 CENTRAL BLVD BROWNSVILLE, TX 78520	08/27/1995		<u>ACTIVE</u>
00055	AUTOZONE #1366	4125 S 1ST ST ABILENE, TX 79605	08/27/1995		<u>ACTIVE</u>
00056	AUTOZONE #1367	501 COMMERCE SQ BROWNWOOD, TX 76801	08/27/1995	11/14/2005	<u>INACTIVE</u>
00057	AUTOZONE #1368	602 S WALNUT AVE NEW BRAUNFELS, TX 78130	08/27/1995		<u>ACTIVE</u>
00058	AUTOZONE #1369	300 W TAYLOR AVE ROUND ROCK, TX 78664	08/27/1995		<u>ACTIVE</u>
00059	AUTOZONE #1371	3579 FREDERICKSBURG RD SAN ANTONIO, TX	08/27/1995		<u>ACTIVE</u>

		78201			
00060	AUTOZONE #1372	725 E COURT ST SEGUIN, TX 78155	08/27/1995		<u>ACTIVE</u>
00061	AUTOZONE #1373	4500 S ZARZAMORA ST SAN ANTONIO, TX 78211	08/27/1995		<u>ACTIVE</u>
00062	AUTOZONE #1374	4410 BLANCO RD SAN ANTONIO, TX 78212	08/27/1995		<u>ACTIVE</u>
00063	AUTOZONE #1375	1714 AUSTIN HWY SAN ANTONIO, TX 78218	08/27/1995		<u>ACTIVE</u>
00064	AUTOZONE #1376	2211 CULEBRA RD SAN ANTONIO, TX 78228	08/27/1995		<u>ACTIVE</u>
00065	AUTOZONE #1377	1733 S W W WHITE SAN ANTONIO, TX 78220	08/27/1995		<u>ACTIVE</u>
00066	AUTOZONE #1379	1607 SW MILITARY DR SAN ANTONIO, TX 78221	08/27/1995		<u>ACTIVE</u>
00067	AUTOZONE #1380	4374 CALLAGHAN RD SAN ANTONIO, TX 78228	08/27/1995	08/31/2006	<u>INACTIVE</u>
00068	AUTOZONE #1381	2145 E HOUSTON ST SAN ANTONIO, TX 78202	08/27/1995	06/30/1998	<u>INACTIVE</u>
00069	AUTOZONE #1382	550 S SAM HOUSTON BLVD SAN BENITO, TX 78586	08/27/1995		<u>ACTIVE</u>
00070	AUTOZONE #1383	1309 PAT BOOKER RD UNIVERSAL CITY, TX 78148	08/27/1995		<u>ACTIVE</u>

00071	AUTOZONE #1384	1702 GOLIAD RD SAN ANTONIO, TX 78223	08/27/1995	06/30/2007	INACTIVE
00072	AUTOZONE #1385	244 SECURITY DR BROWNSVILLE, TX 78521	08/27/1995		ACTIVE
00073	AUTOZONE #1386	373 VALLEY HI DR SAN ANTONIO, TX 78227	08/27/1995		ACTIVE
00074	AUTOZONE #1387	616 W TYLER ST HARLINGEN, TX 78550	08/27/1995		ACTIVE
00075	AUTOZONE #1388	7007-3 BANDERA RD LEON VALLEY, TX 78238	08/27/1995	08/31/2001	INACTIVE
00076	AUTOZONE #1389	5813 BERKMAN DR AUSTIN, TX 78723	08/27/1995	01/02/1997	INACTIVE
00077	AUTOZONE #1390	2735 E 7TH ST AUSTIN, TX 78702	08/27/1995		ACTIVE
00078	AUTOZONE #1391	1585 WASHINGTON BLVD BEAUMONT, TX 77705	08/27/1995		ACTIVE
00079	AUTOZONE #1392	912 E UNIVERSITY DR EDINBURG, TX 78539	08/27/1995		ACTIVE
00080	AUTOZONE #1393	500 E HIGHWAY 8 PHARR, TX 78577	08/27/1995		ACTIVE
00081	AUTOZONE #1394	1819 NEDERLAND AVE NEDERLAND, TX 77627	08/27/1995		ACTIVE
00082	AUTOZONE #1395	4710 GULFWAY DR PORT ARTHUR, TX 77642	08/27/1995		ACTIVE
00083	AUTOZONE #1396	9620 N LAMAR BLVD AUSTIN, TX 78753	08/27/1995	10/31/1998	INACTIVE

00084	AUTOZONE #1397	4120 E LUCAS DR BEAUMONT, TX 77708	08/27/1995		<u>ACTIVE</u>
00085	AUTOZONE #1398	2003 MACARTHUR DR WEST ORANGE, TX 77630	08/27/1995		<u>ACTIVE</u>
00086	AUTOZONE #1399	5615 BABCOCK RD SAN ANTONIO, TX 78240	08/27/1995		<u>ACTIVE</u>
00087	AUTOZONE #1401	1920 E HWY 83 MISSION, TX 78572	08/27/1995		<u>ACTIVE</u>
00088	AUTOZONE #1402	8514 W MONTGOMERY RD HOUSTON, TX 77088	08/27/1995		<u>ACTIVE</u>
00089	AUTOZONE #1405	995 E HIDALGO AVE RAYMONDVILLE, TX 78580	08/27/1995		<u>ACTIVE</u>
00090	AUTOZONE #1407	600 N BELT LINE RD IRVING, TX 75061	08/27/1995		<u>ACTIVE</u>
00091	AUTOZONE #1409	4630 GUS THOMASSON RD MESQUITE, TX 75150	08/27/1995		<u>ACTIVE</u>
00092	AUTOZONE #1413	6236 N JUPITER RD GARLAND, TX 75044	08/27/1995		<u>ACTIVE</u>
00093	AUTOZONE #1415	1075 MEXICO BLVD BROWNSVILLE, TX 78520	08/27/1995		<u>ACTIVE</u>
00094	AUTOZONE #1420	1619 S ROBISON RD TEXARKANA, TX 75501	08/27/1995		<u>ACTIVE</u>
00095	AUTOZONE #1421	510 W UNIVERSITY AVE GEORGETOWN, TX 78626	08/27/1995		<u>ACTIVE</u>

00096	AUTOZONE #1422	320 N HOBART ST PAMPA, TX 79065	08/27/1995		ACTIVE
00097	AUTOZONE #1423	223 S DUMAS AVE DUMAS, TX 79029	08/27/1995		ACTIVE
00098	AUTOZONE #1424	2219 US HIGHWAY 79 S HENDERSON, TX 75652	08/27/1995		ACTIVE
00099	AUTOZONE #1425	8402 FM 1960 RD W HOUSTON, TX 77070	08/27/1995		ACTIVE
00100	AUTOZONE #1426	3536 S BROADWAY AVE TYLER, TX 75701	08/27/1995		ACTIVE
00101	AUTOZONE #1427	1009 S TIMBERLAND DR LUFKIN, TX 75901	08/27/1995		ACTIVE
00102	AUTOZONE #1428	707 NORTH ST NACOGDOCHES, TX 75961	08/27/1995		ACTIVE
00103	AUTOZONE #1429	2031 W GENTRY PKY TYLER, TX 75702	08/27/1995		ACTIVE
00104	AUTOZONE #1430	704 DIXIE DR CLUTE, TX 77531	08/27/1995		ACTIVE
00105	AUTOZONE #1432	3529 AVENUE H ROSENBERG, TX 77471	08/27/1995	07/31/2002	INACTIVE
00106	AUTOZONE #1433	5801 LYONS AVE HOUSTON, TX 77020	08/27/1995		ACTIVE
00107	AUTOZONE #1435	9403 JENSEN DR HOUSTON, TX 77093	08/27/1995		ACTIVE
00108	AUTOZONE #1438	714 W MARSHALL AVE LONGVIEW, TX 75601	08/27/1995		ACTIVE

00109	AUTOZONE #1439	1801 N FRAZIER ST CONROE, TX 77301	08/27/1995		<u>ACTIVE</u>
00110	AUTOZONE #1440	6240 DASHWOOD DR HOUSTON, TX 77081	08/27/1995		<u>ACTIVE</u>
00111	AUTOZONE #1441	206 S 69TH ST HOUSTON, TX 77011	08/27/1995		<u>ACTIVE</u>
00112	AUTOZONE #1442	4545 GRIGGS RD HOUSTON, TX 77021	08/27/1995		<u>ACTIVE</u>
00113	AUTOZONE #1443	3602 BROADWAY ST GALVESTON, TX 77550	08/27/1995		<u>ACTIVE</u>
00114	AUTOZONE #1444	8217 LONG POINT RD HOUSTON, TX 77055	08/27/1995	02/29/2000	<u>INACTIVE</u>
00115	AUTOZONE #1445	1815 S GESSNER RD HOUSTON, TX 77063	08/27/1995	10/14/2009	<u>INACTIVE</u>
00116	AUTOZONE #1446	1420 FEDERAL RD HOUSTON, TX 77015	08/27/1995		<u>ACTIVE</u>
00117	AUTOZONE #1447	2801 RED BLUFF RD PASADENA, TX 77503	08/27/1995	08/31/2006	<u>INACTIVE</u>
00118	AUTOZONE #1448	2202 W 43RD ST HOUSTON, TX 77018	08/27/1995		<u>ACTIVE</u>
00119	AUTOZONE #1451	12 TIDWELL RD HOUSTON, TX 77022	08/27/1995		<u>ACTIVE</u>
00120	AUTOZONE #1452	8935 CULLEN BLVD HOUSTON, TX 77051	08/27/1995		<u>ACTIVE</u>
00121	AUTOZONE #1453	10019A HOMESTEAD RD HOUSTON, TX 77016	08/27/1995		<u>ACTIVE</u>
00122	AUTOZONE #1454	12040 VETERANS MEMORIAL DR HOUSTON, TX 77067	08/27/1995		<u>ACTIVE</u>

00123	AUTOZONE #1455	7300 SPENCER HWY PASADENA, TX 77505	08/27/1995		ACTIVE
00124	AUTOZONE #1456	1734 RICHEY ST PASADENA, TX 77502	08/27/1995		ACTIVE
00125	AUTOZONE #1457	715 PARK ST BAYTOWN, TX 77520	08/27/1995		ACTIVE
00126	AUTOZONE #1459	5760 W LITTLE YORK RD HOUSTON, TX 77091	08/27/1995		ACTIVE
00127	AUTOZONE #1461	12600 BISSONNET ST HOUSTON, TX 77099	08/27/1995		ACTIVE
00128	AUTOZONE #1463	5320 W BELLFORT ST HOUSTON, TX 77035	08/27/1995		ACTIVE
00129	AUTOZONE #1464	3516 S TEXAS AVE BRYAN, TX 77802	08/27/1995		ACTIVE
00130	AUTOZONE #1465	6629 TELEPHONE RD HOUSTON, TX 77061	08/27/1995		ACTIVE
00131	AUTOZONE #1466	2982 FULTON ST HOUSTON, TX 77009	08/27/1995		ACTIVE
00132	AUTOZONE #1467	1311 W 11TH ST HOUSTON, TX 77008	08/27/1995		ACTIVE
00133	AUTOZONE #1468	3431 SPENCER HWY PASADENA, TX 77504	08/27/1995	04/30/1999	INACTIVE
00134	AUTOZONE #1469	1100 S GORDON ST ALVIN, TX 77511	08/27/1995		ACTIVE
00135	AUTOZONE #1470	3318 PALMER HWY TEXAS CITY, TX 77590	08/27/1995		ACTIVE
00136	AUTOZONE #1471	2301 MONTROSE BLVD HOUSTON, TX 77006	08/27/1995		ACTIVE

00137	AUTOZONE #1472	115 1ST ST W HUMBLE, TX 77338	08/27/1995		<u>ACTIVE</u>
00138	AUTOZONE #1473	18615 KUYKENDAHL RD SPRING, TX 77379	08/27/1995		<u>ACTIVE</u>
00139	AUTOZONE #1474	2215 7TH ST BAY CITY, TX 77414	08/27/1995		<u>ACTIVE</u>
00140	AUTOZONE #1475	14275 BELLAIRE BLVD HOUSTON, TX 77083	08/27/1995		<u>ACTIVE</u>
00141	AUTOZONE #1477	28764 TOMBALL PKY TOMBALL, TX 77375	08/27/1995		<u>ACTIVE</u>
00142	AUTOZONE #1478	4209 W FUQUA ST HOUSTON, TX 77045	08/27/1995		<u>ACTIVE</u>
00143	AUTOZONE #1479	800 W PANOLA ST CARTHAGE, TX 75633	08/27/1995		<u>ACTIVE</u>
00144	AUTOZONE #1480	326 RAYFORD RD SPRING, TX 77386	08/27/1995		<u>ACTIVE</u>
00145	AUTOZONE #1481	4705 COLLEGE ST BEAUMONT, TX 77707	08/27/1995		<u>ACTIVE</u>
00146	AUTOZONE #1483	530 W ARAPAHO RD RICHARDSON, TX 75080	08/27/1995		<u>ACTIVE</u>
00147	AUTOZONE #1484	1205 N MAIN ST VIDOR, TX 77662	08/27/1995		<u>ACTIVE</u>
00148	AUTOZONE #1485	2301 GILMER RD LONGVIEW, TX 75604	08/27/1995		<u>ACTIVE</u>
00149	AUTOZONE #1486	101 W HIGHWAY 190 COPPERAS COVE, TX 76522	08/27/1995		<u>ACTIVE</u>
00150	AUTOZONE	11100 BISSONNET ST	08/27/1995		<u>ACTIVE</u>

	#1487	HOUSTON, TX 77099			
00151	AUTOZONE #1488	7547 MARBACH RD SAN ANTONIO, TX 78227	08/27/1995		ACTIVE
00152	AUTOZONE #1491	2650 BAYPORT BLVD SEABROOK, TX 77586	08/27/1995		ACTIVE
00153	AUTOZONE #1492	250 HIGHWAY 3 N LEAGUE CITY, TX 77573	08/27/1995		ACTIVE
00154	AUTOZONE #1494	302 E PARKWOOD AVE FRIENDSWOOD, TX 77546	08/27/1995		ACTIVE
00155	AUTOZONE #1495	2765 TEXAS PKY MISSOURI CITY, TX 77489	08/27/1995		ACTIVE
00156	AUTOZONE #1496	300 N 25 MILE AVE HEREFORD, TX 79045	08/27/1995		ACTIVE
00157	AUTOZONE #1497	518 SHELDON RD CHANNELVIEW, TX 77530	08/27/1995		ACTIVE
00158	AUTOZONE #1498	1332 FAIR AVE SAN ANTONIO, TX 78223	08/27/1995		ACTIVE
00159	AUTOZONE #1499	901 S GEORGIA ST AMARILLO, TX 79102	08/27/1995		ACTIVE
00160	AUTOZONE #1501	1218 W 7TH AVE CORSICANA, TX 75110	08/27/1995		ACTIVE
00161	AUTOZONE #1502	3816 WESLEY ST GREENVILLE, TX 75401	08/27/1995		ACTIVE
00162	AUTOZONE #1503	1826 TEXOMA PKY SHERMAN, TX 75090	08/27/1995		ACTIVE
		948 GILMER ST			

00163	AUTOZONE #1504	SULPHUR SPRINGS, TX 75482	08/27/1995	12/31/1998	INACTIVE
00164	AUTOZONE #1505	304 W CORSICANA ST ATHENS, TX 75751	08/27/1995		ACTIVE
00165	AUTOZONE #1506	1035 N MCDONALD ST MCKINNEY, TX 75069	08/27/1995		ACTIVE
00166	AUTOZONE #1507	1504 S MAIN ST WEATHERFORD, TX 76086	08/27/1995		ACTIVE
00167	AUTOZONE #1508	2401 E HUBBARD ST MINERAL WELLS, TX 76067	08/27/1995		ACTIVE
00168	AUTOZONE #1509	1927 BELTLINE CARROLLTON, TX 75006	08/27/1995		ACTIVE
00169	AUTOZONE #1510	208 W PIPELINE RD HURST, TX 76053	08/27/1995		ACTIVE
00170	AUTOZONE #1511	7932 HIGHWAY 80 W FORT WORTH, TX 76116	08/27/1995	06/30/1999	INACTIVE
00171	AUTOZONE #1512	6712 RUFÉ SNOW DR NORTH RICHLAND HILLS, TX 76148	08/27/1995		ACTIVE
00172	AUTOZONE #1513	3125 MANSFIELD HWY FORT WORTH, TX 76119	08/27/1995		ACTIVE
00173	AUTOZONE #1514	4331 E LANCASTER AVE FORT WORTH, TX 76103	08/27/1995		ACTIVE
00174	AUTOZONE #1515	1600 CUSTER RD PLANO, TX 75075	08/27/1995		ACTIVE
00175	AUTOZONE #1516	1106C W MAIN ST LEWISVILLE, TX 75067	08/27/1995		ACTIVE
	AUTOZONE	100 GREGG ST			

00176	#1517	BIG SPRING, TX 79720	08/27/1995		ACTIVE
00177	AUTOZONE #1518	3326 HATCHER ST DALLAS, TX 75215	08/27/1995	09/11/2007	INACTIVE
00178	AUTOZONE #1519	5550 WALZEM RD SAN ANTONIO, TX 78218	08/27/1995		ACTIVE
00179	AUTOZONE #1520	324 E HIGHWAY 303 GRAND PRAIRIE, TX 75051	08/27/1995		ACTIVE
00180	AUTOZONE #1521	1201 W CAMP WISDOM RD DALLAS, TX 75232	08/27/1995		ACTIVE
00181	AUTOZONE #1522	10418 GARLAND RD DALLAS, TX 75218	08/27/1995		ACTIVE
00182	AUTOZONE #1523	2000 EPHRIHAM AVE FORT WORTH, TX 76106	08/27/1995		ACTIVE
00183	AUTOZONE #1524	2725 S LANCASTER RD DALLAS, TX 75216	08/27/1995		ACTIVE
00184	AUTOZONE #1525	1991 FORT WORTH AVE DALLAS, TX 75208	08/27/1995		ACTIVE
00185	AUTOZONE #1526	5302 E BELKNAP ST HALTOM CITY, TX 76117	08/27/1995		ACTIVE
00186	AUTOZONE #1527	2223 S BUCKNER BLVD # 20 DALLAS, TX 75227	08/27/1995	08/30/2008	INACTIVE
00187	AUTOZONE #1528	2125 W ROCHELLE RD IRVING, TX 75062	08/27/1995		ACTIVE
00188	AUTOZONE #1529	2545 BROADWAY BLVD GARLAND, TX 75041	08/27/1995		ACTIVE
00189	AUTOZONE #1530	811 E DIVISION ST ARLINGTON, TX 76011	08/27/1995		ACTIVE

00190	AUTOZONE #1531	10218 LAKE JUNE RD DALLAS, TX 75217	08/27/1995		<u>ACTIVE</u>
00191	AUTOZONE #1532	10065 MARSH LN DALLAS, TX 75229	08/27/1995		<u>ACTIVE</u>
00192	AUTOZONE #1533	529 N GALLOWAY AVE # 1 MESQUITE, TX 75149	08/27/1995		<u>ACTIVE</u>
00193	AUTOZONE #1534	4920 ROSS AVE DALLAS, TX 75206	08/27/1995		<u>ACTIVE</u>
00194	AUTOZONE #1535	6635 MCCART AVE FORT WORTH, TX 76133	08/27/1995		<u>ACTIVE</u>
00195	AUTOZONE #1536	2101 S COOPER ST ARLINGTON, TX 76010	08/27/1995		<u>ACTIVE</u>
00196	AUTOZONE #1537	2522 INWOOD RD DALLAS, TX 75235	08/27/1995		<u>ACTIVE</u>
00197	AUTOZONE #1538	1741 CROCKETT RD PALESTINE, TX 75801	08/27/1995		<u>ACTIVE</u>
00198	AUTOZONE #1539	2449 W ILLINOIS AVE DALLAS, TX 75233	08/27/1995		<u>ACTIVE</u>
00199	AUTOZONE #1540	730 S CARRIER PKY GRAND PRAIRIE, TX 75051	08/27/1995		<u>ACTIVE</u>
00200	AUTOZONE #1541	1734 14TH ST PLANO, TX 75074	08/27/1995		<u>ACTIVE</u>
00201	AUTOZONE #1542	2900 CLEBURNE RD FORT WORTH, TX 76110	08/27/1995		<u>ACTIVE</u>
<div>Another Search</div>					

PERMIT STATUS

Active - The taxpayer has an active sales tax permit and is eligible to issue a resale certificate to their suppliers to purchase qualifying items tax-free for resale.

Inactive - The taxpayer does not have an active sales tax permit and is not eligible to purchase items tax-free for resale. You should not accept a resale certificate from a taxpayer that is 'inactive'.

*If you sell a taxable item to a customer, you must collect sales tax unless you accept a properly completed resale certificate. A customer's sales tax permit number or a copy of the customer's permit is not a substitute for a resale certificate and does not relieve the seller of the responsibility for collecting sales tax.

For more information on resale certificates, see our frequently asked questions and Rule 3.285, Resale Certificate; Sales for Resale.

An out of state retailer may issue a Texas resale certificate using the taxpayer number issued by their home state and is not required to register for a Texas sales tax permit.

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PYADDR.16216110615.

03/19/10

PAYEE NUMBER: 16216110615

TAXPAYER NUMBER: 16216110615

OWNERSHIP TYPE: OTHER

BUSINESS DESCRIPTION: 000

ACTIVE

MC CNT: 119 1099 MC: 009 NEXT AVAILABLE MC: 096

MAIL CODE: T13 SIC CODE: 9905 SECURITY TYPE: 1 SECURING SOURCE: 902

STATUS: A

TELEPHONE:

NAME: AUTOZONE TEXAS L P

ADDRESS IND:

ADDRESS: PO BOX 2198 ATTN: TAFFY PRICE

CITY: MEMPHIS

STATE: TN ZIPCODE: 38101-2198 ZONE CODE: 710

MAIL CODE: T26 SIC CODE: 9905 SECURITY TYPE: 1 SECURING SOURCE: 902

STATUS: A

TELEPHONE:

NAME: AUTOZONE TEXAS L P

ADDRESS IND:

ADDRESS: PO BOX 2198 ATTN: TAFFY PRICE

CITY: MEMPHIS

STATE: TN ZIPCODE: 38101-2198 ZONE CODE: 710

MAIL CODE: 000 SIC CODE: 5531 SECURITY TYPE: 0 SECURING SOURCE:

STATUS: A

TELEPHONE:

NAME: AUTOZONE TEXAS LP

ADDRESS IND: S

ADDRESS: PO BOX 2198

CITY: MEMPHIS

STATE: TN ZIPCODE: 38101-2198 ZONE CODE: 710

CONTINUE - PF1=HELP, PF3=QUIT, PF4=MENU, PF8=FRWD, PF11=BOT

PYHOLD.16216110615

NO PAYEE HOLD INFORMATION EXISTS



STATE OF NORTH CAROLINA
CITY OF MECKLENBURG

CONTRACT NO. 0601343

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (the "Agreement") is entered into as of this 26th day of June 2006 (the "Effective Date"), by and between AutoZone Stores, Inc., for itself and on behalf of its affiliates (collectively, the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

Statement of Background and Intent

- A. The City issued a "Request for Proposals for Automotive Parts and Accessories for Light Duty Vehicles" Number 269-2006-060, dated March 28, 2006 requesting proposals from qualified firms to provide the City and other Participating Public Agencies with Automotive Parts and Accessories, hereafter referred to as ("Products"). This Request for Proposals, together with all Exhibits, Appendices and Addenda, is referred to herein as the "RFP".
- B. In response to the RFP, the Company submitted to the City a proposal dated May 2, 2006. This proposal, together with Automotive Parts and Accessories for Light Duty Vehicles, all attachments and any separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The City and the Company have negotiated and now desire to enter into an Agreement for the Company to provide Automotive Parts and Accessories to the City and other participating public agencies in accordance with the terms and conditions set forth herein.
- D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Purchasing & Finance Agency (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies. Company shall sign and return to U.S. Communities the Administration Agreement attached hereto and incorporated herein as Exhibit E.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be held liable or responsible for any costs, damages, liability or other obligation incurred by the Participating Public Agencies. Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and government by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at www.uscommunities.org. The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

1. INCORPORATION OF EXHIBITS.

The parties acknowledge and agree that the following Exhibits are hereby incorporated into and made a part of this Agreement by reference:

- Exhibit A: Contract Pricing and Discounts
- Exhibit B: Company's Proposal
- Exhibit C: Delivery and Freight Schedules
- Exhibit D: RFP #269-2006-060
- Exhibit E: U.S. Communities Administrative Agreement
- Exhibit F: U.S. Communities Supplier Standards and Commitments

Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. DEFINITIONS.

The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

- 2.1. "AFFILIATES" shall mean all departments or units of the City, Mecklenburg County, and all other public agencies.
- 2.2. "AGREEMENT" shall mean this Agreement including all Attachments and Exhibits, City of Charlotte's RFP No. 269-2006-060, all subsequent Addenda issued in connection with the RFP, the Company's proposal dated May 2, 2006 in response to the RFP as referenced and incorporated herein as though fully set forth.
- 2.3. "CONTRACTING AGENT" refers to the City of Charlotte, North Carolina.
- 2.4. "EFFECTIVE DATE" refers to the date this Agreement is fully executed by all parties to the Agreement.
- 2.5. "EQUIPMENT MANAGEMENT" refers to the City of Charlotte, Equipment Maintenance Division.
- 2.6. "LEAD PUBLIC AGENCY" refers to Charlotte Mecklenburg Procurement Services Division
- 2.7. "PRODUCTS" shall mean the Automotive Parts and Accessories for Light Duty Vehicles and related services to be provided by the Company as identified and described in this Agreement, including Exhibits.
- 2.8. "PARTICIPATING PUBLIC AGENCY" shall mean any and all government agencies, except Federal, that have the authority to purchase from another public agency's competitively solicited contract including Counties, Cities, Towns, Villages, Special Districts, Public Schools, Community Colleges, Universities, State Agencies and Non profit agencies providing services on behalf of government agencies.

- 2.9. "SERVICES" shall include all services that the Company provides or is required to provide under this Agreement.
- 2.10. SPECIFICATIONS AND REQUIREMENTS. The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Products and Services that are set forth or referenced in this Agreement, including the Exhibits.
3. **TERM.**
The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment signed by both parties.
4. **DESCRIPTION OF GOODS AND SERVICES.**
The Company shall provide Automotive Parts and Accessories per bid specifications and in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in this Agreement.
5. **CONTRACT PRICING.**
- 5.1 The City agrees to pay the Company for materials, supplies, equipment, apparatus and services delivered in accordance with the terms and conditions of this Agreement based on a fixed percentage discount from the current Company Lowest Zone Price list as identified and incorporated into this Agreement as Exhibit A.
- 5.2 The Company agrees the fixed percentage discount will remain firm for entire contract term.
- 5.3 The Company shall advise the Charlotte-Mecklenburg Procurement Services Division in writing of any proposed price increases no later than sixty (60) days prior to the effective date of any such increases. The Company must provide documented evidence of material and labor price increases that directly impact current Products prices. No adjustments shall be made to compensate a Company for inefficiency in operation, quantity of product ordered, or for additional profit.
- 5.4 The City agrees to accept any price increase that is documented after thorough review and verification, and amend this Agreement if such is in the best interest of the City.
- 5.5 The Company shall be responsible for furnishing and delivering approved price lists and most current version of AZ Parts Connect (AZPC) software to the City and other participating public entities upon request.
- 5.6 The Company agrees that during the term of the Agreement, no State or Local public agency with the same payment terms, volume, delivery terms and other conditions set forth in the Master Agreement will receive the products provided under this Agreement at a lower net price. The Company will provide U.S. Communities and the Participating Public Agencies with such lower pricing on a going forward basis. This commitment shall not apply to special and/or one-time offers, liquidation sales and discounted product(s).
6. **DELIVERY AND FREIGHT.**
All orders shall be shipped F.O.B. Destination and the Company or third party carrier shall be responsible for any damage or loss in transit. All orders placed by the City or any Participating Public Agency shall be delivered by the methods and within the times specified in Exhibit C.
7. **INVOICES.**
Each invoice sent by the Company shall detail all Services and Deliverables performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices for the City of Charlotte to:

City of Charlotte Finance Department
Accounts Payable
600 East 4th Street
10th Floor
Charlotte, NC 28202

The City will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax. In no event shall the City be liable for any late fees or interest charges.

8. WARRANTY AND PRODUCT COMPLIANCE.

- 8.1 All Product provided to the City must be new, unused or remanufactured, of the latest design and technology and from the most current product lines, and meet all industry standards and other laws and requirements regarding Automotive Parts in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Agency exists.
- 8.1 Company warrants that if any components of the products fail due to defects in workmanship or materials, within one year from date of delivery, Company will repair or replace, free of charge, all parts found defective.

9. GENERAL WARRANTIES.

Company represents and warrants that:

- 9.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;
- 9.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 9.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 9.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- 9.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 9.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

10. ADDITIONAL REPRESENTATIONS AND WARRANTIES.

Company represents warrants and covenants that:

- 10.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- 10.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

- 10.3 Neither the Products, nor any Services provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

11. TERMINATION.

11.1 Termination Without Cause.

The City may terminate this Agreement at any time without cause by giving sixty (60) days prior written notice to the Company.

11.2 Termination for Default by Either Party.

By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- d. Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

11.3 Additional Grounds for Default Termination by the City.

By giving written notice to the Company, the City may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

11.4 No Suspension.

In the event that either party disputes in good faith an allegation of default by the other party, notwithstanding anything to the contrary in this Agreement, the City and the Company agrees that it will not terminate this Agreement or suspend or limit the Services

or payment therefore unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

11.5 Cancellation of Orders and Subcontracts.

In the event this Agreement is terminated by either party for any reason prior to the end of the term, the City and the Company shall mutually agree upon a date for all services to cease. The Company shall proceed to conclusion, any order that has been, or is placed during the agreed upon grace period. As soon as practical after the agreed upon termination date, the Company shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

11.6 Authority to Terminate.

The City Manager or City Manager's designee is authorized to terminate this Agreement on behalf of the City. Two officers of the Company must sign any document terminating the Agreement on behalf of Company.

11.7 No Effect on Taxes, Fees, Charges, or Reports.

Any termination of this Agreement shall not relieve the Company or the City of the obligation to pay any fees, taxes or other charges then due to the other party, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination.

11.8 Other Remedies.

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

12 TRANSITION SERVICES UPON TERMINATION.

Upon termination or expiration of this Agreement, the Company shall provide reasonable efforts to assist the City with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to migrate the work of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

(a) Pre-Migration Services.

- i. Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
- ii. Notifying all affected Agencies and subcontractors of the Company.

(b) Migration Services.

- i. Performing the Transition Service Plan activities.

(c) Throughout Process and Post-Migration Services.

- i. Answering questions regarding the Services on an as-needed basis; and
- ii. Providing such other reasonable services needed to effectuate an orderly transition to a new Company.

This Section 12 pertains to the City of Charlotte only. The City will not be responsible for, or assist in, the transition services for any other participating agency.

13 AUDIT.

The Company shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the City shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the City's payment obligations. The Company will be responsible for all cost associated with the audit if the discrepancy is ten percent (10%) or more.

14 COMPANY WILL NOT SELL OR DISCLOSE DATA.

The Company will treat as Confidential Information all data provided by the City in connection with this Agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Agreement.

15 COMPLIANCE WITH LAWS AND CODES.

The Company shall ensure that the Services are in compliance with all local, state and federal laws and regulations. In performing the Services, the Company shall comply with all local, state and federal laws and regulations.

16 WORK ON CITY'S PREMISES.

The Company will ensure that its employees and agents shall, whenever on the City's premises, shall obey all instructions and directions issued by the City with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

The Company shall repair, or cause to be repaired, at its own cost, any and all damage to City facilities, buildings, or grounds to the extent caused by the Company or employees, subcontractors or agents of the Company. Such repairs shall be made immediately, but in no event later than thirty (30) days after the occurrence.

If Company fails to make timely repairs, the City may make any necessary repairs. All costs incurred by the City for such repairs, as determined by the City, shall be reimbursed by the Company by cash payment upon demand or City may deduct such cost from any amounts due to the Company from the City.

17 RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The Company shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractors. All personnel supplied by Company subcontractors shall be considered employees or agents of Company. The Company shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

18 INDEMNIFICATION.

The Company shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including

reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) to the extent the same arise from:

- 18.1 any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- 18.2 any act(s) of gross negligence or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- 18.3 any acts or omissions of the Company with respect to the Services or any of the products or services provided by the Company under this Agreement (or any allegations of any of the foregoing); or
- 18.4 any claims by any persons or entities supplying labor or material to the Company in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the Services or any component thereof shall not be adversely affected by such replacement or modification.

19 SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations, which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the City as a third party beneficiary.

20 INSURANCE.

20.1 Types of Insurance

The Company shall obtain and maintain during the life of the Agreement, with an insurance Company rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following insurance:

Automobile Liability.

Successful Company shall be required to provide proof of bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

Commercial General Liability.

Successful Company shall be required to provide proof of bodily injury and property damage liability as shall protect the contractor and any sub-contractor performing work under this contract from claims of bodily injury or property damage which arise from operation of services described in this RFP whether such operations are performed by contractor, any sub-contractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed

operations, personal injury liability and contractual liability assumed under the indemnity provision in Section 28 of this contract.

The City shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this contract.

Worker's Compensation and Employers Liability.

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employers and owners.

The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and the City has approved proof of such insurance. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

20.2 Other Insurance Requirements.

The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

The City shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company operations under this agreement.

Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring Company.

Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.

If any part of the work under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the Company will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

21 NOTICES.

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For The Company:	For The City:
AutoZone Stores, Inc.	Karen P. Ruppe
123 S. Front Street, Dept. 8060	Charlotte-Mecklenburg Procurement Services
Memphis, TN 38103	600 E. Fourth St.
Attn: Exec. VP—Commercial	Charlotte, NC 28216
Phone: 901-495-6864	Phone: 704-336-2992

Fax: 901-495-8248	Fax: 704-336-2258
E-mail: jim.weaver@autozone.com	E-mail: <u>kruppe@ci.charlotte.nc.us</u>
With Copy To:	With Copy To:
AutoZone Stores, Inc.	Cindy White
123 S. Front Street, Dept. 8074	Assistant City Attorney
Memphis, TN 38103	600 East Fourth Street, 15 th Floor
Attn: General Counsel	Charlotte, NC 28202
Phone: 901-495-7965	Phone: 704.336.3012
Fax: 901-495-8316	Fax: 704.336.8854
E-mail:	E-mail: <u>cwhite@ci.charlotte.nc.us</u>

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

22 NON-DISCRIMINATION.

22.1 The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

22.2 The Company agrees reasonably provide the City any information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors.

23 DRUG-FREE WORKPLACE.

The City is a drug-free workplace employer. The Mecklenburg City Board of Commissioners has also adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

23.1 Establish policies and procedures which prohibit reporting to work under the influence of alcohol or the detectable presence of illegal drugs, narcotics, other intoxicants or non-prescribed drugs.

23.2 Establish policies and procedures which prohibit the solicitation, possession and use of drugs on Company or Customer premises.

23.3 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

23.4 Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.

24 MISCELLANEOUS.

24.1 Entire Agreement.

This Agreement and the Contract Documents, including all Exhibits, and Attachments, all of which are hereby incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such

subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

24.2 Amendment.

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

24.3 Governing Law and Jurisdiction.

The parties acknowledge that this Agreement is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg City, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg City, North Carolina.

24.4 Binding Nature and Assignment.

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

24.5 Force Majeure.

Neither party shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied:

(a) If such failure or delay:

- i. could not have been prevented by reasonable precaution;
- ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

(b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

(c) Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Company from performing its obligations for more than five (5) days, the City shall have the right to terminate this Agreement by written notice to Company.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Company from the performance of its obligations under this Agreement. The parties also expressly acknowledge that Year 2000-related interruptions in operations or in the supply of products or services necessary to fulfill the obligations of this Agreement are not excused under this provision.

24.6 Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

24.7 Approvals.

All approvals or consents required under this Agreement must be in writing.

24.8 Waiver.

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

24.9 Interests of the Parties.

The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

24.10 Change in Control.

In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Agreement for default by written notice to the Company. The Company shall notify the City within ten (10) days after it becomes aware that a change in Control will occur. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either:

the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Company; or

the power to direct or cause the direction of the management and policies of Company whether through the ownership of voting securities, by contract or otherwise.

24.11 Familiarity and Compliance with Laws and Ordinances.

The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

24.12 Taxes.

The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

24.13 Non-Appropriation of Funds.

If the City Commission does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

24.14 Waiver of Right to Jury Trial.

The City and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

24.15 Non-Exclusivity.

This Agreement is non-exclusive and shall not in any way preclude the City from entering into similar agreements and/or arrangements with other Company or from acquiring similar, equal or like goods and/or services from other sources.

The City makes no representation that it or any governmental entity will purchase any minimum quantities or dollar amounts.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:

BY: _____

TITLE: _____

AUTOZONE STORES, INC.

BY: William C Rhoad

TITLE: President + CEO

BY: Bruce W. Brown

TITLE: EVP

APPROVED AS TO LEGAL FORM
A. C. Smith 6/27/06
Deputy Clerk 6/27/06

(CORPORATE SEAL)

ATTESTED:

BY: Catherine D. Kelly

Dep. City Clerk

CITY OF CHARLOTTE:

BY: John B. Bunch

Assistant City Manager

(CITY SEAL)

Approved As To Insurance Requirements:

BY: Linda L. Liles

Risk Management

Exhibit A

PRICING FORM RFP #269-2006-060

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LISTS(S) NUMBER/DATE AND COLUMN	DISCOUNT PERCENTAGE
1	Alternators and Starters			
	AC Delco	MPA	N/A	5%, 10%, 15%, 20%
	Beck/Arnley	Units Parts	N/A	5%, 10%, 15%, 20%
	Genco	Beck/Arnley	N/A	5%, 10%, 15%, 20%
	Wagner	World Wide	N/A	5%, 10%, 15%, 20%
2	Bearings (ball, roller)			
	BCA	Timken	N/A	5%, 10%, 15%, 20%
	Timkin	BCA	N/A	5%, 10%, 15%, 20%
		Federal Mogul	N/A	5%, 10%, 15%, 20%
		L&S	N/A	5%, 10%, 15%, 20%
3	Batteries			
	AC Delco	JCI	N/A	5%, 10%, 15%, 20%
4	Belts, Hoses, Clamps			
	Gates	Goodyear	N/A	5%, 10%, 15%, 20%
	Goodyear	Raydyot	N/A	5%, 10%, 15%, 20%
	Ideal			
5	Brakes (Pads & Shoes)			
	Bendix	Morse	N/A	5%, 10%, 15%, 20%
	Eaton	Perf Friction	N/A	5%, 10%, 15%, 20%
	Mentor	Satisfied	N/A	5%, 10%, 15%, 20%
	Raybestos	Federal Mogul	N/A	5%, 10%, 15%, 20%
	Perf Friction			
5A	Brakes (Drums & Rotors)			
	Guinte	Aimco	N/A	5%, 10%, 15%, 20%
	VIPAR	Neotek	N/A	5%, 10%, 15%,

				20%
	United	Quallis	N/A	5%, 10%, 15%, 20%
		Master	N/A	5%, 10%, 15%, 20%
		Perf. Friction	N/A	20%
5B	Brakes (Calipers)			
	VIPAR	ARI	N/A	5%, 10%, 15%, 20%
		Fenwick	N/A	5%, 10%, 15%, 20%
		All Parts	N/A	5%, 10%, 15%, 20%
6	Caps and Thermostats			
	Stant	CST	N/A	5%, 10%, 15%, 20%
7	Chemicals			
	CRC	CRC	N/A	5%, 10%, 15%, 20%
		Prestone	N/A	5%, 10%, 15%, 20%
		Lucas	N/A	5%, 10%, 15%, 20%
8	Coolant/Antifreeze			
	Shelzone/Motorcraft	Zerex, World Prestone, Old	N/A	5%, 10%, 15%, 20%
9	Electrical & Ignition			
	AC Delco	Wells	N/A	5%, 10%, 15%, 20%
	Motorcraft	GPS	N/A	5%, 10%, 15%, 20%
	Cole Hersee	AC Delco	N/A	5%, 10%, 15%, 20%
	Standard	Robert Bosch	N/A	5%, 10%, 15%, 20%
10	Emission & Exhaust			
	AC Delco	Arvin Meritor	N/A	5%, 10%, 15%, 20%
	Motorcraft	Bosai	N/A	5%, 10%, 15%, 20%
11	Filters			
	AC Delco	Champ Labs	N/A	5%, 10%, 15%, 20%
	Motorcraft	Fram	N/A	5%, 10%, 15%, 20%
	Wix	AC Delco	N/A	5%, 10%, 15%, 20%
12	Gaskets and Seals			
	AC Delco	Felpro	N/A	5%, 10%, 15%,

				20%
	National	Beck Arnley	N/A	5%, 10%, 15%, 20%
	C/R	Timken	N/A	5%, 10%, 15%, 20%
13	Heating & Air Conditioning			
	AC Delco	Compressor Works	N/A	5%, 10%, 15%, 20%
	Motorcraft	Four Seasons	N/A	5%, 10%, 15%, 20%
		Ready Aire	N/A	5%, 10%, 15%, 20%
14	Lamps, Lighting, Mirrors			5%, 10%, 15%, 20%
	Federal Signal	Sylvania	N/A	5%, 10%, 15%, 20%
	Grote	GE	N/A	5%, 10%, 15%, 20%
	Retrac	Phillips	N/A	5%, 10%, 15%, 20%
	Wagner	Victor	N/A	5%, 10%, 15%, 20%
	Trucklite	Pilot	N/A	5%, 10%, 15%, 20%
15	Power Steering Pumps and Gears			5%, 10%, 15%, 20%
	A-1 Cardone	A-1 Cardone	N/A	5%, 10%, 15%, 20%
16	Pumps (fuel & water)			5%, 10%, 15%, 20%
	AC Delco	ACS	N/A	5%, 10%, 15%, 20%
	Motorcraft	Bosch	N/A	5%, 10%, 15%, 20%
	TRW	Master	N/A	5%, 10%, 15%, 20%
		GMB	N/A	5%, 10%, 15%, 20%
17	Steering and Suspension			
	Moog	Gabriel	N/A	5%, 10%, 15%, 20%
	Montoe	Quallis	N/A	5%, 10%, 15%, 20%
5%, 10%, 15%, 20%	Motorcraft	FederalMogul	N/A	5%, 10%, 15%, 20%
		McQuay	N/A	5%, 10%, 15%, 20%

18	Universal Joints			
	Precision	Anchor	N/A	5%, 10%, 15%, 20%
	Spicer	Neapco	N/A	5%, 10%, 15%, 20%
		Beck Arnley	N/A	5%, 10%, 15%, 20%
19	Wipers			5%, 10%, 15%, 20%
	Ansco	Anco	N/A	5%, 10%, 15%, 20%
	Motorcraft	Bosch	N/A	5%, 10%, 15%, 20%
	Trico			5%, 10%, 15%, 20%
20	Wheel Accessories	Plews	N/A	5%, 10%, 15%, 20%
	Moog	Superior	N/A	5%, 10%, 15%, 20%
		Motormite	N/A	5%, 10%, 15%, 20%

The Company's pricing is determined by the competition in any given market. Where Company is positioned in a market where there are multiple competitors the pricing will be less expensive to the consumer. The Company has developed multiple pricing "Zones" as a result of this process.

Pricing is based on the Lowest Zone less tiered percentage discount based upon total combined U.S. Communities Program net sales as follows:

- 5% < \$3MM
- 10% \$3MM - \$10MM
- 15% \$10MM - \$20MM
- 20% > \$20MM

Exhibit B

COMPANY'S PROPOSAL DATED MAY 1, 2006

(Proposal is not attached but is incorporated herein)

This Exhibit is incorporated into and made a part of the Master Agreement (the "Agreement") between the Mecklenburg City (the "City") and AutoZone Stores, Inc. (The "Company") Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement.

Exhibit C

DELIVERY AND FREIGHT SCHEDULES

1. **Standard In-Stock Items (less than 100 lbs)**

Delivery to locations within twelve (12) minutes or five (5) miles from the Company's Commercial Store will be provided by local delivery trucks per the time intervals below:

Distance from Store	Expected Delivery Interval
0-3 Miles	30 Minutes or less
3-5 Miles	30-45 Minutes
>5 Miles	Scheduled Delivery

2. **Optional Delivery Time for Stocked Items (Sister Store, Hub, VDP)**

- Routing from a sister store: If a part is not in stock but found in a close sister store, then delivery time will increase to the extent that it takes to send a driver to that sister store to pick up said part. This should not exceed 1 to 2 hours.
- Routing from a Hub store: If a part is not in stock or is not available at a sister store, the hub store that supports the servicing AZ store will be able to provide same day service if the part is ordered from our hub by approximately noon. *"Approximately" is used due to the differences in hub routes, schedules, etc. that is existing from market to market.* If the order is after 12:00pm, then the part will not arrive till noon the next day.
- Vendor Direct Part (VDP): If the part needed is only available at our vendor, AZ will ship this part from the vendor in question, next day to the AZ servicing store, as long as the order does not exceed 150 lbs. For single orders that require a VDP part over 150 lbs., the delivery will be delivered LTL, which would deliver in 3 - 5 days.

3. **Standard in-stock items for locations outside of twelve (12) minutes or five (5) miles**

Locations that are outside of twelve (12) minutes or five (5) miles will be delivered by Third Party ground transportation and may pay applicable Shipping rates. These rates will be determined based upon that Third Party's standard shipping zone and per mile procedures. Presently, AutoZone uses FedEx Ground, and as it relates to the charge per mile with FedEx Ground, the rates charged will be based on the same rates that the Company has contracted with FedEx, and represent substantial savings over FedEx Ground published rates. *Due to the Company's confidentiality agreement with FedEx, rates cannot be included in this Agreement.*

Delivery Times

- For USC locations that are outside of twelve (12) minutes or five (5) miles, delivery time will be 3- 5 days in the continental United States
- For USC locations in Alaska, Hawaii, or Puerto Rico, delivery time will be 11-14 days

4. **Expedited Delivery for Non-Hot Shot Locations**

Any item that has to be expedited from either a store or a Distribution Center, regardless of the delivery method, will pay the Third Party Shipping charges.

Delivery Times

- Will be priced as needed to meet the need of the Customer location.

Exhibit D

RFP #269-2003-077

Park and Automotive Parts, Surfacing, Site Furnishings and Related Commodities and Services is not attached but is incorporated herein.



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Contract # 0601343

FIRST AMENDMENT TO AGREEMENT TO PROVIDE AUTOMOTIVE PARTS

THIS FIRST AMENDMENT to the Agreement to provide Automotive Parts and Accessories for Light Duty Vehicles (the "Amendment") is made and entered into this 18th day of January, 2007 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (the "City") and AutoZone Stores, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Master Purchase Agreement dated June 26, 2006 (the "Agreement") pursuant to which the Company agreed to provide Automotive Parts and Accessories for Light Duty Vehicles to the City of Charlotte and all other government agencies that elect to access the Master Agreement through U.S. Communities.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and/or pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Agreement. In order to effectuate the intent of the parties, the Agreement is hereby amended as follows:
 - a. Pursuant to Section 3.16 of RFP #269-2006-060, the parties agree to add new categories of products as follows to Exhibit A of the Agreement:
 - Automotive Tools: available at AutoZone's lowest zone pricing with no additional discount.
 - ALLDATA: electronic diagnostic and repair information and services are available at price points outlined in Attachment A to this Amendment #1.
- 3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.

4. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

AUTOZONE STORES, INC.

By: _____

Title: _____

By: Ed St. H. [Signature]

Title: JP Commercial

By: [Signature]

Title: VP, Commercial

ATTESTED:

CITY OF CHARLOTTE

By: Dwanda R. Inez
City Clerk

By: [Signature]

Title: KEY BUSINESS EXECUTIVE

Done 2/5/07

SECOND AMENDMENT TO AGREEMENT TO PROVIDE AUTOMOTIVE PARTS

THIS SECOND AMENDMENT to the Agreement to provide Automotive Parts and Accessories for Light Duty Vehicles (the "Amendment") is made and entered into this 1st day of December 2007 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (the "City") and AutoZone Stores, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Agreement dated June 27, 2006 (the "Agreement") pursuant to which the Company agreed to provide Automotive Parts and Accessories for Light Duty Vehicles to the City of Charlotte and all other government agencies that elect to access the Master Agreement through U.S. Communities.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and/or pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

- 1. Defined terms used in this Amendment which are not defined in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:

Participating public agencies electing to purchase the ALLDATA electronic diagnostic and repair services shall issue a purchase order directly to ALLDATA, LLC, an affiliate of the Company, for these services. Participating agencies will receive invoices from, and remit payments directly to, ALLDATA LLC for all associated ALLDATA services and products.

- 3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.

4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

AUTOZONE STORES, INC.

By: [Signature]

Name: BRAND HILB

Title: VP Commercial

Date: 12/5/07

By: [Signature]

Name: LARRY ROESSEL

Title: SVP COMMERCIAL

Date: 12/5/07

Dec 12/4/07

ATTESTED:

Dep. City Clerk [Signature]

CITY OF CHARLOTTE

By: [Signature]

Title: Asst. City Manager



THIRD AMENDMENT TO AGREEMENT TO PROVIDE AUTOMOTIVE PARTS

THIS THIRD AMENDMENT to the Agreement to provide Automotive Parts and Accessories for Light Duty Vehicles (the "Amendment") is made and entered into this 1st day of May, 2008 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (the "City") and AutoZone Stores, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

A. The City and the Company entered into a written Master Purchase Agreement dated June 27, 2006, as amended, (the "Agreement") pursuant to which the Company agreed to provide Automotive Parts and Accessories for Light Duty Vehicles to the City of Charlotte and all other government agencies that elect to access the Master Agreement through U.S. Communities.

B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and/or pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Agreement. In order to effectuate the intent of the parties, the Agreement is hereby amended as follows:
 - a. **Pursuant to Section 3.16 of RFP #269-2006-060, the parties agree to add new categories of services as follows to Exhibit A of the Agreement:**
 - Integrated Business Solution ("IBS") service offering that allows Company to provide onsite service in the management of the parts warehouse, inventory, delivery, inventory management, billing, warranty repair reimbursement and the acquisition of multiple parts categories to the customer-owned onsite facility. Based upon the size, scope and scale of the operation, Company will provide an onsite review for each Participating Public Agency that elects to utilize these services in order to best define the proposed service offer. All IBS services may require additional agreements to be entered between Company and the relevant Participating Public Agency.
 - b. The parties agree that categories of products set forth in Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the updated and expanded core list of products attached hereto as Exhibit A-1. Exhibit A-1 also incorporates new and current manufacturer numbers and Company SKU numbers used to identify parts.

3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

AUTOZONE STORES, INC.

By: _____

Title: _____

By: 

Title: SVP COMMERCIAL

By: 

Title: VP COMMERCIAL

ATTESTED:

CITY OF CHARLOTTE

By: Brenda R. Free
City Clerk

By: 

Title: Asst. City Manager

APPROVED AS TO LEGAL FORM
A. Clunan 4/15/03



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

Contract # 0601343

FOURTH AMENDMENT TO AGREEMENT TO PROVIDE AUTOMOTIVE PARTS

THIS FOURTH AMENDMENT to the Agreement to provide Automotive Parts and Accessories for Light Duty Vehicles (the "Amendment") is made and entered into this 1st day of December 2008 by and between the City of Charlotte, a North Carolina municipal corporation (the "City") and AutoZone Stores, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Agreement dated June 27, 2006 (the "Agreement") pursuant to which the Company agreed to provide Automotive Parts and Accessories for Light Duty Vehicles to the City of Charlotte and all other government agencies that elect to access the Master Agreement through U.S. Communities.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and/or pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a) Pursuant to the terms and conditions of Article 5 "CONTRACT PRICING", AutoZone has provided the City of Charlotte with documented evidence of material and labor price increases that directly impact current Product prices on the contract. The City of Charlotte grants AutoZone the price increase presented on October 3, 2008. Pricing documentation is attached to this Fourth Amendment as Exhibit A and represents a 4.15% overall contract increase versus the current Federal Consumer Price Index of 5.8% for the same time period.
 - b) AutoZone may acquire products not currently stocked or distributed by Auto Zone from alternate sourcing systems on behalf of the participating public agency. If the product sourced is identical, or a like product, to items contained within the master agreement, the pricing from the master agreement will prevail. For dissimilar sourced products, pricing will not exceed the margin percentage listed below, subject to local market competitive conditions:

<u>SKU Level Product Cost</u>	<u>Margin Percentage (above actual cost to Auto Zone)</u>
\$0.01 - \$49.99	35%
\$50.00 - \$199.99	30%
\$200.00 - \$499.99	25%
\$500+	20%

Auto Zone will be required to provide documentation of actual cost for any transactions described in item b) of this Amendment #4.

c) Pursuant section 3.16 of RFP #269-2006-060, the parties agree to clarify and add new categories of products as follows to Exhibit B of the Agreement:

- **Automotive Tools:** To include all small, medium and large duty automotive tools available through AutoZone and made available at AutoZone's lowest zone pricing with no additional discounts
- **Automotive Equipment:** To include all small, medium and large duty automotive equipment (excluding parts, accessories, and tools) available through AutoZone and made available at AutoZone's lowest zone pricing with no additional discounts.

3. Except to the extent specifically provided in this Amendment, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Amendment or the Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Contract # 0601343

FIFTH AMENDMENT TO AGREEMENT TO PROVIDE AUTOMOTIVE PARTS

THIS FIFTH AMENDMENT to the Agreement to provide Automotive Parts and Accessories for Light Duty Vehicles (the "Amendment") is made and entered into this 1st day of November 2009 by and between the City of Charlotte, a North Carolina municipal corporation (the "City") and AutoZone Stores, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Agreement dated June 27, 2006 (the "Agreement") pursuant to which the Company agreed to provide Automotive Parts and Accessories for Light Duty Vehicles to the City of Charlotte and all other government agencies that elect to access the Master Agreement through U.S. Communities.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and/or pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a) Pursuant to the terms and conditions of the Agreement, AutoZone and City of Charlotte agree to increases in Core SKU list prices under the Agreement. The City of Charlotte grants AutoZone the price increases as set forth in Exhibit A, which represents a 7.9% net price increase for these items.
- 3. Except to the extent specifically provided in this Amendment, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Amendment or the Agreement.
- 4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

AUTOZONE STORES, INC.

By: [Signature]

Name: Eric Guld

Title: VP Commercial

Date: 9/29/09

By: [Signature]

Name: Dave Goudge

Title: VP Commercial

Date: 9/29/09

APPROVED AS TO LEGAL FORM
A. Clunan 9/29/09

CITY OF CHARLOTTE

By: [Signature]

Name: ERIC D. CAMPBELL

Title: ASSISTANT CITY MANAGER

Date: 10/7/2009

ATTESTED:

By: [Signature]
Deputy City Clerk

item	part#	product	prev_retail	prev_sales	L13qty	Ovr	new_retail	new_sales	Price Adjustment
799	9007	HALOGEN CAPSULE	\$ 7.99	\$ 7,610.02	964	1.2%	\$ 8.79	\$ 8,373.88	10.0%
2942	611-110.1	WHEEL NUT BAGGED	\$ 1.35	\$ 64.80	48	0.0%	\$ 1.59	\$ 76.42	17.9%
2943	611-109.1	WHEEL NUT BAGGED	\$ 1.19	\$ 287.98	242	0.0%	\$ 1.99	\$ 482.06	67.4%
3336	FF745	FUEL FILTER	\$ 5.67	\$ 1,775.73	313	-0.1%	\$ 6.39	\$ 2,001.85	12.7%
4322	H3-55W	HALOGEN FOG BULB	\$ 4.79	\$ 1,527.43	319	0.0%	\$ 5.59	\$ 1,783.18	16.7%
4371	6817	FUEL CAP	\$ 5.59	\$ 975.74	179	2.5%	\$ 6.39	\$ 1,115.73	14.3%
4436	7016	RADIATOR CAP	\$ 3.19	\$ 331.45	104	0.1%	\$ 3.19	\$ 331.66	0.1%
4437	7616	RADIATOR CAP	\$ 4.15	\$ 813.91	195	-0.6%	\$ 3.99	\$ 782.93	-3.5%
4943	65112	VACUUM HOSE 50 X 7/32	\$ 0.71	\$ 468.60	660	0.0%	\$ 0.71	\$ 469.92	0.3%
4950	65004	HTR HOSE BLK 50 X 5/8	\$ 0.95	\$ 1,686.08	1,807	1.8%	\$ 0.95	\$ 1,689.63	0.2%
4951	65009	HTR HOSE BLK 50 X 3/4	\$ 0.95	\$ 1,044.69	1,125	2.3%	\$ 0.95	\$ 1,046.89	0.2%
6413	FL32	ELECTRONIC FLASHER 2 PIN	\$ 7.19	\$ 824.71	115	0.3%	\$ 7.19	\$ 824.94	0.0%
6536	FA1171	BALL JOINT UPPER	\$ 23.19	\$ 2,508.95	111	2.5%	\$ 23.19	\$ 2,509.17	0.0%
7580	5580	DURALAST BRAKE ROTOR	\$ 21.59	\$ 3,863.10	180	0.6%	\$ 25.59	\$ 4,579.18	18.5%
7780	PF61S	AC OIL FILTER	\$ 2.79	\$ 806.31	289	0.0%	\$ 3.35	\$ 968.73	20.1%
7788	SA7421	AIR FILTER	\$ 5.99	\$ 1,296.49	217	0.3%	\$ 9.27	\$ 2,006.85	54.8%
7789	SA7365	AIR FILTER	\$ 4.23	\$ 398.58	104	9.4%	\$ 5.59	\$ 526.91	32.2%
7792	SA7440	AIR FILTER	\$ 13.59	\$ 373.41	28	1.9%	\$ 15.19	\$ 417.43	11.8%
7812	S5	OIL FILTER	\$ 2.63	\$ 553.33	210	-0.2%	\$ 2.79	\$ 587.42	6.2%
8170	BWB-1	LARGE FELT PROTECTORS	\$ 0.95	\$ 368.89	389	0.2%	\$ 1.19	\$ 462.86	25.5%
8842	5086	REMAN PS PUMP	\$ 69.59	\$ -	-	0.0%	\$ 68.79	\$ -	0.0%
8901	5162	REMAN PS PUMP	\$ 98.39	\$ -	-	0.0%	\$ 92.79	\$ -	0.0%
8989	6391	REMAN PS PUMP	\$ 45.59	\$ 667.42	15	2.4%	\$ 45.59	\$ 667.45	0.0%
10422	N22R	22" NARROW & TRAPEZOID	\$ 4.79	\$ 491.32	108	5.0%	\$ 4.79	\$ 491.53	0.0%
11966	2081	REAR WHEEL SEAL	\$ 3.99	\$ 771.62	194	0.3%	\$ 4.79	\$ 926.72	20.1%
12027	4148	FRONT WHEEL SEAL	\$ 3.99	\$ 1,905.26	482	0.9%	\$ 3.99	\$ 1,906.21	0.1%
12030	4160	FRONT WHEEL SEAL	\$ 6.39	\$ 2,947.91	462	0.1%	\$ 7.19	\$ 3,317.90	12.6%
12056	4739	FRONT WHEEL SEAL	\$ 2.39	\$ 893.49	374	0.0%	\$ 2.39	\$ 894.23	0.1%
12057	4740	FRONT WHEEL SEAL	\$ 3.19	\$ 781.81	243	-0.9%	\$ 2.39	\$ 586.24	-25.0%
12123	8660S	REAR WHEEL SEAL	\$ 3.19	\$ 1,201.18	377	0.1%	\$ 4.79	\$ 1,804.41	50.2%
12133	9150S	FRONT WHEEL SEAL	\$ 6.39	\$ 1,535.88	244	1.5%	\$ 7.19	\$ 1,728.64	12.6%
12143	9864S	REAR WHEEL SEAL	\$ 7.19	\$ 595.96	83	0.1%	\$ 11.19	\$ 927.68	55.7%
12317	5707	REAR WHEEL BEARING	\$ 8.79	\$ 4,926.39	560	-0.1%	\$ 10.39	\$ 5,824.24	18.2%
12419	AWP-624	NEW WATER PUMP	\$ 19.99	\$ 677.67	34	0.3%	\$ 23.19	\$ 786.22	16.0%
12904	835979	IDLER PULLEY	\$ 12.79	\$ 761.19	60	0.8%	\$ 14.39	\$ 856.53	12.5%
15966	TF207	TRANSMISSION FILTER	\$ 10.39	\$ 2,418.55	236	1.4%	\$ 11.19	\$ 2,605.24	7.7%
15968	TF350	TRANSMISSION FILTER	\$ 12.39	\$ 1,194.64	96	-0.4%	\$ 14.39	\$ 1,387.68	16.2%
18327	75-DL	DURALAST BATTERY	\$ 51.99	\$ 9,738.53	187	-0.2%	\$ 55.99	\$ 10,488.17	7.7%
18715	CR924	DISTRIBUTOR CAP	\$ 7.99	\$ 836.07	105	0.3%	\$ 7.99	\$ 836.28	0.0%
18833	F999	ROTOR	\$ 3.19	\$ 432.06	136	0.4%	\$ 3.19	\$ 432.33	0.1%
20452	C-22-UB	CONTOUR UNIV WIPER BLADE	\$ 15.99	\$ 2,872.13	190	5.5%	\$ 15.99	\$ 2,872.49	0.0%
21819	E3270	ELECTRIC FUEL PUMP	\$ 59.19	\$ 1,238.41	21	0.4%	\$ 71.99	\$ 1,506.26	21.6%
22122	S-4374	MOLDED HEATER HOSE	\$ 3.99	\$ 379.36	96	1.0%	\$ 3.99	\$ 379.55	0.1%
22134	975K7	DURALAST POLY-V BELT	\$ 15.99	\$ 953.06	60	0.7%	\$ 19.19	\$ 1,143.91	20.0%
22166	S3786	OIL FILTER	\$ 8.23	\$ 1,988.87	242	0.1%	\$ 8.39	\$ 2,028.02	2.0%
22168	SA3901	AIR FILTER	\$ 4.23	\$ 584.74	138	-0.2%	\$ 5.59	\$ 773.02	32.2%
22175	1	AC PERFORMANCE PLATINUM	\$ 3.99	\$ 680.42	174	2.0%	\$ 3.99	\$ 680.76	0.1%
22450	74	MINI BULB	\$ 2.39	\$ 161.09	70	3.7%	\$ 2.79	\$ 188.19	16.8%
22474	912	MINI BULB	\$ 2.39	\$ 59.75	25	0.0%	\$ 2.79	\$ 69.80	16.8%
23187	34014	WHEEL CYLINDER	\$ 9.59	\$ 121.84	13	2.3%	\$ 10.39	\$ 132.03	8.4%

EXHIBIT A

26404	8001	CV DRIVE AXLE	\$	47.99	\$	-	-	0.0%	\$	47.99	\$	-	0.0%
27754	MKD601	DURALAST BRAKE PAD	\$	15.19	\$	831.52	55	0.5%	\$	15.99	\$	875.43	5.3%
31693	34DT-DLG	DURALAST GOLD BATTERY	\$	63.99	\$	35,007.09	547	0.0%	\$	71.99	\$	39,384.75	12.5%
32347	BP-ATC-10-RP	ATC BLADE FUSE 10AMP	\$	2.39	\$	66.92	28	0.0%	\$	2.39	\$	66.98	0.1%
32348	BP-ATC-15-RP	ATC BLADE FUSE 15AMP	\$	2.39	\$	145.39	61	0.3%	\$	2.39	\$	145.52	0.1%
32349	BP-ATC-20-RP	ATC BLADE FUSE 20AMP	\$	2.39	\$	198.37	83	0.0%	\$	2.39	\$	198.54	0.1%
32350	BP-ATC-25-RP	ATC BLADE FUSE 25AMP	\$	2.39	\$	71.70	30	0.0%	\$	2.39	\$	71.76	0.1%
32351	BP-ATC-30-RP	ATC BLADE FUSE 30AMP	\$	2.39	\$	164.91	69	0.0%	\$	2.39	\$	165.05	0.1%
32354	BP-ATC-5-RP	ATC BLADE FUSE 5AMP	\$	2.39	\$	97.99	41	0.0%	\$	2.39	\$	98.07	0.1%
32358	BP-ATM-10-RP	ATM BLADE FUSE 10AMP	\$	3.19	\$	121.22	38	0.0%	\$	3.19	\$	121.30	0.1%
32362	BP-ATM-25-RP	ATM BLADE FUSE 25AMP	\$	3.19	\$	165.63	53	2.0%	\$	3.19	\$	165.74	0.1%
32430	BP-MAX-30-RP	MAX BLADE FUSE30AMP	\$	2.39	\$	157.54	66	0.1%	\$	2.39	\$	157.67	0.1%
33433	1112	AUTOLITE GLOW PLUG	\$	15.19	\$	-	-	0.0%	\$	15.19	\$	-	0.0%
40947	H6054XV	XTRAVISION HEADLAMP	\$	7.19	\$	3,997.64	556	0.0%	\$	10.39	\$	5,777.95	44.5%
40948	H4656XV	XTRAVISION HEADLAMP	\$	7.19	\$	1,121.64	156	0.0%	\$	9.59	\$	1,496.35	33.4%
53433	65-DLG	DURALAST GOLD BATTERY	\$	67.99	\$	149,198.31	2,211	0.8%	\$	79.99	\$	175,535.69	17.7%
53435	75DT-DLG	DURALAST GOLD BATTERY	\$	67.99	\$	14,041.36	207	0.2%	\$	72.95	\$	15,065.70	7.3%
53436	78-DLG	DURALAST GOLD BATTERY	\$	67.99	\$	44,158.11	659	1.4%	\$	71.99	\$	46,757.33	5.9%
53465	41918	BOSCH EXCEL PLUS WIPER18	\$	9.59	\$	749.92	80	2.3%	\$	9.59	\$	750.08	0.0%
53467	41920	BOSCH EXCEL PLUS WIPER20	\$	11.99	\$	1,091.27	92	1.1%	\$	11.99	\$	1,091.45	0.0%
53469	41922	BOSCH EXCEL PLUS WIPER22	\$	11.99	\$	1,831.28	154	0.8%	\$	11.99	\$	1,831.58	0.0%
54170	H1-55W	HALOGEN CAPSULE	\$	5.59	\$	1,355.14	243	0.2%	\$	5.59	\$	1,355.62	0.0%
59020	1157LL	LONG LIFE BULB	\$	2.79	\$	502.54	216	0.0%	\$	3.59	\$	775.87	28.7%
61165	CWP-9126	NEW WATER PUMP	\$	49.59	\$	11,288.08	231	1.5%	\$	52.79	\$	12,016.94	6.5%
61202	BWP-836	NEW WATER PUMP	\$	33.59	\$	100.77	3	0.0%	\$	39.99	\$	119.98	19.1%
61465	S2808	OIL FILTER	\$	2.63	\$	488.81	186	0.1%	\$	2.79	\$	518.92	6.2%
61648	S3614	OIL FILTER	\$	2.63	\$	1,000.70	382	0.4%	\$	2.79	\$	1,062.34	6.2%
61713	S3387A	OIL FILTER	\$	2.63	\$	2,162.95	839	2.0%	\$	2.79	\$	2,296.18	6.2%
61747	S4967	OIL FILTER	\$	2.63	\$	707.42	269	0.0%	\$	2.79	\$	751.00	6.2%
61887	S6607	OIL FILTER	\$	3.19	\$	1,076.64	338	0.1%	\$	3.59	\$	1,212.32	12.6%
62406	S2870A	OIL FILTER	\$	2.63	\$	41.34	16	1.8%	\$	2.79	\$	43.89	6.2%
62448	S3600	OIL FILTER	\$	2.63	\$	1,797.41	689	0.8%	\$	2.79	\$	1,908.13	6.2%
62505	S3980	OIL FILTER	\$	2.63	\$	697.68	266	0.3%	\$	2.79	\$	740.66	6.2%
62562	S3675	OIL FILTER	\$	3.19	\$	1,832.70	579	0.8%	\$	3.59	\$	2,063.66	12.6%
62570	S2827	OIL FILTER	\$	2.63	\$	147.28	56	0.0%	\$	2.79	\$	156.35	6.2%
62844	S8A	OIL FILTER	\$	2.63	\$	641.24	247	1.3%	\$	2.79	\$	680.73	6.2%
62851	G63375	ULTRA LT SHOCK	\$	19.19	\$	4,372.52	228	0.1%	\$	19.99	\$	4,555.26	4.2%
66659	SA8038	AIR FILTER	\$	11.27	\$	1,288.16	115	0.6%	\$	14.39	\$	1,645.00	27.7%
66664	SA5466	AIR FILTER	\$	11.27	\$	82.42	8	8.6%	\$	15.19	\$	111.11	34.8%
66701	TF320	TRANSMISSION FILTER	\$	7.19	\$	1,063.61	143	-3.4%	\$	7.59	\$	1,123.08	5.6%
66705	TF325	TRANSMISSION FILTER	\$	15.99	\$	1,421.23	89	0.1%	\$	14.39	\$	1,279.20	-10.0%
66716	S3506	OIL FILTER	\$	2.63	\$	876.59	339	1.7%	\$	2.79	\$	930.59	6.2%
67369	DS14229	AXLE HOUSING GASKET	\$	5.59	\$	-	-	0.0%	\$	6.39	\$	-	0.0%
68322	35064	WATER OUTLET GASKET	\$	0.79	\$	155.63	197	0.0%	\$	1.19	\$	234.82	50.9%
70645	LFP3191	OIL FILTER	\$	11.19	\$	78.33	7	0.0%	\$	15.99	\$	111.94	42.9%
71340	FA1555	PITMAN ARM	\$	13.59	\$	1,640.27	121	0.3%	\$	13.59	\$	1,640.51	0.0%
77144	LFF8020	LUBER-FINER FUEL FILT	\$	17.59	\$	17.59	1	0.0%	\$	17.59	\$	17.59	0.0%
77553	LFW4071	L-FINER COOLANT FILTER	\$	11.99	\$	-	-	0.0%	\$	11.99	\$	-	0.0%
77574	LFF15	CHAMP FUEL FILTER	\$	10.39	\$	20.78	2	0.0%	\$	10.39	\$	20.78	0.0%
77814	34029	WHEEL CYLINDER	\$	7.99	\$	1,471.10	186	1.0%	\$	8.79	\$	1,618.76	10.0%
78499	61555	PROGUARD SHOCK	\$	15.99	\$	755.80	47	-0.6%	\$	18.39	\$	869.34	15.0%
82373	7038	RADIATOR CAP	\$	3.19	\$	464.55	145	-0.4%	\$	3.99	\$	581.34	25.1%

84749	DR942	DISTRIBUTOR CAP	\$	11.99	\$	1,519.12	127	0.2%	\$	12.79	\$	1,620.73	6.7%
84889	DR901	ROTOR	\$	4.79	\$	629.89	131	-0.4%	\$	4.79	\$	630.15	0.0%
84914	SP-432	MOTORCRAFT PLATINUM PLUG	\$	3.99	\$	8,889.64	2,235	0.3%	\$	3.99	\$	8,894.09	0.1%
85270	54010	DURALAST BRAKE ROTOR	\$	24.79	\$	4,957.90	199	-0.5%	\$	29.99	\$	5,997.88	21.0%
87718	610-254.1	WHEEL BOLT BAGGED	\$	1.19	\$	256.40	211	-2.1%	\$	1.99	\$	429.21	67.4%
89029	611-016.1	WHEEL NUT BAGGED	\$	0.79	\$	193.33	240	-2.0%	\$	1.59	\$	389.59	101.5%
89037	611-122.1	WHEEL NUT	\$	1.59	\$	668.35	421	0.2%	\$	1.99	\$	837.33	25.3%
89273	SA8039	AIR FILTER	\$	11.99	\$	9,020.93	761	1.1%	\$	16.47	\$	12,393.05	37.4%
89629	FA2001	BALL JOINT	\$	31.19	\$	4,011.13	129	0.3%	\$	31.19	\$	4,011.38	0.0%
89630	FA2002	BALL JOINT	\$	15.19	\$	3,577.05	236	0.2%	\$	21.59	\$	5,084.64	42.1%
89678	3057LL	LONG LIFE BULB	\$	3.59	\$	836.47	233	0.0%	\$	4.39	\$	1,023.34	22.3%
89681	3157LL	LONG LIFE BULB	\$	3.59	\$	1,524.02	425	0.1%	\$	4.39	\$	1,864.49	22.3%
90015	MKD205	DURALAST BRAKE PAD	\$	15.99	\$	585.96	37	1.0%	\$	15.99	\$	586.03	0.0%
90044	MKD369	DURALAST BRAKE PAD	\$	16.79	\$	1,475.92	88	0.1%	\$	16.79	\$	1,476.09	0.0%
90056	MKD506	DURALAST BRAKE PAD	\$	16.79	\$	1,357.83	81	0.2%	\$	15.99	\$	1,293.29	-4.8%
90449	611-074.1	WHEEL NUT	\$	1.59	\$	333.90	210	0.0%	\$	1.99	\$	418.32	25.3%
94208	MKD598	DURALAST BRAKE PAD	\$	15.99	\$	1,087.32	68	0.0%	\$	15.99	\$	1,087.46	0.0%
94330	DL9990S	REMAN DURALAST STARTER	\$	111.99	\$	5,039.67	45	0.0%	\$	107.99	\$	4,859.75	-3.0%
95963	LCS8881	BAT TERM - TOP POST	\$	1.59	\$	392.17	248	0.5%	\$	1.83	\$	451.85	15.2%
102432	922789	FAN CLUTCH	\$	43.99	\$	747.83	17	0.0%	\$	43.99	\$	747.86	0.0%
105700	764	AUTOLITE SPARK PLUG	\$	1.27	\$	292.10	230	0.0%	\$	1.59	\$	366.18	25.4%
105833	25	AUTOLITE SPARK PLUG	\$	1.27	\$	316.23	249	0.0%	\$	1.59	\$	396.41	25.4%
106099	M1-204	MOBIL 1 OIL FILTER	\$	7.99	\$	351.56	44	0.0%	\$	10.39	\$	457.25	30.1%
106604	835975	IDLER PULLEY	\$	15.19	\$	912.00	60	-0.1%	\$	14.39	\$	864.09	-0.5%
107029	R43TS	AC SPARK PLUG	\$	1.67	\$	217.10	130	0.0%	\$	1.99	\$	258.96	19.3%
107128	R44T	AC SPARK PLUG	\$	1.67	\$	226.96	136	0.1%	\$	1.99	\$	270.72	19.3%
107219	R44XLS	AC SPARK PLUG	\$	1.67	\$	68.47	41	0.0%	\$	1.99	\$	81.67	19.3%
107284	R45T	AC SPARK PLUG	\$	1.67	\$	26.72	16	0.0%	\$	1.99	\$	31.87	19.3%
107300	R45TS	AC SPARK PLUG	\$	1.67	\$	447.56	268	0.0%	\$	1.99	\$	533.86	19.3%
112961	75DT-B	DURALAST PROF BATTERY	\$	58.99	\$	17,038.27	289	0.1%	\$	63.95	\$	18,470.89	8.4%
112962	65-B	DURALAST PROF BATTERY	\$	59.99	\$	236,359.85	3,908	-0.8%	\$	65.95	\$	259,842.18	9.9%
112963	78-B	DURALAST PROF BATTERY	\$	55.99	\$	51,959.89	928	0.0%	\$	64.95	\$	60,274.96	16.0%
112964	24-B	DURALAST PROF BATTERY	\$	56.99	\$	11,162.41	196	0.1%	\$	59.95	\$	11,742.17	5.2%
112965	24F-B	DURALAST PROF BATTERY	\$	56.99	\$	6,321.08	111	0.1%	\$	59.95	\$	6,649.39	5.2%
112967	34-B	DURALAST PROF BATTERY	\$	50.99	\$	16,461.30	323	0.1%	\$	59.95	\$	19,353.90	17.6%
112972	56-B	DURALAST PROF BATTERY	\$	49.99	\$	10,597.86	212	0.0%	\$	59.95	\$	12,709.40	19.9%
112974	75-B	DURALAST PROF BATTERY	\$	55.99	\$	27,934.64	499	0.0%	\$	62.95	\$	31,407.14	12.4%
113362	54027	DURALAST BRAKE ROTOR	\$	28.44	\$	8,215.41	290	0.4%	\$	29.99	\$	8,663.16	5.5%
113364	54029	DURALAST BRAKE ROTOR	\$	39.99	\$	5,202.15	130	-0.1%	\$	44.79	\$	5,826.82	12.0%
113365	54030	DURALAST BRAKE ROTOR	\$	27.19	\$	9,647.86	355	0.0%	\$	32.79	\$	11,635.63	20.6%
114884	SA6479	AIR FILTER	\$	4.23	\$	1,191.69	273	-3.2%	\$	5.27	\$	1,485.24	24.6%
115188	SA326	AIR FILTER	\$	3.43	\$	317.58	92	-0.6%	\$	4.47	\$	414.06	30.4%
115785	27-DLG	DURALAST GOLD BATTERY	\$	67.99	\$	14,609.40	215	0.1%	\$	70.95	\$	15,245.43	4.4%
117259	SA6366	AIR FILTER	\$	4.23	\$	409.45	96	-0.8%	\$	5.27	\$	510.32	24.6%
117670	24	AUTOLITE SPARK PLUG	\$	1.27	\$	137.16	108	0.0%	\$	1.59	\$	171.94	25.4%
117687	5224	AUTOLITE SPARK PLUG	\$	1.27	\$	400.05	315	0.0%	\$	1.59	\$	501.48	25.4%
117689	SA5056	AIR FILTER	\$	4.23	\$	3,917.34	926	0.0%	\$	5.27	\$	4,882.33	24.6%
117698	AP764	AUTOLITE PLATINUM PLUG	\$	2.15	\$	137.60	64	0.0%	\$	2.39	\$	153.09	11.3%
117699	AP105	AUTOLITE PLATINUM PLUG	\$	2.15	\$	258.00	120	0.0%	\$	2.39	\$	287.04	11.3%
117704	APP764	AUTOLITE DBL PLAT. PLUG	\$	3.19	\$	187.49	61	3.6%	\$	3.19	\$	187.61	0.1%
119305	F954	DISTRIBUTOR CAP	\$	11.19	\$	1,037.34	93	0.3%	\$	11.99	\$	1,111.69	7.2%
123882	H6024XV	XTRAVISION HEADLAMP	\$	11.99	\$	1,325.05	112	1.3%	\$	13.59	\$	1,502.09	13.4%

129601	UDS419	DIMMER SWITCH	\$	3.19	\$	25.52	8	0.0%	\$	4.79	\$	38.34	50.2%
129805	PM538	RADIATOR FAN MOTOR	\$	19.19	\$	268.66	14	0.0%	\$	19.19	\$	268.69	0.0%
130255	975K6	DURALAST POLY-V BELT	\$	14.39	\$	535.93	38	2.0%	\$	14.39	\$	536.01	0.0%
130262	8001	MOTOR MOUNT	\$	39.99	\$	-	-	0.0%	\$	39.99	\$	-	0.0%
132337	8776	SUPERCEDED BY 60-3320	\$	86.39	\$	-	-	0.0%	\$	86.39	\$	-	0.0%
132338	8777	SUPERCEDED BY 60-3319	\$	55.99	\$	55.99	1	0.0%	\$	55.99	\$	55.99	0.0%
132384	9574	CV DRIVE AXLE	\$	47.99	\$	5,182.92	108	0.0%	\$	47.99	\$	5,183.14	0.0%
136573	95245	TIMING BELT DURALAST	\$	17.59	\$	140.72	8	0.0%	\$	17.59	\$	140.74	0.0%
137710	TOS18697	TRANSMISSION OIL PAN SET	\$	5.19	\$	-	-	0.0%	\$	5.19	\$	-	0.0%
139921	4061020	GATORBACK POLY-V BELT	\$	20.79	\$	790.02	38	0.0%	\$	26.39	\$	1,002.90	26.9%
139932	4060915	GATORBACK POLY-V BELT	\$	24.79	\$	4,918.38	200	0.8%	\$	26.39	\$	5,236.22	6.5%
140248	FL400S	MOTORCRAFT OIL FILTER	\$	2.79	\$	909.54	326	0.0%	\$	2.95	\$	962.35	5.8%
140249	FL820S	MOTORCRAFT OIL FILTER	\$	2.95	\$	26,674.34	5,385	-67.9%	\$	2.95	\$	26,692.43	0.1%
141394	FL1995	MOTORCRAFT OIL FILTER	\$	7.99	\$	1,013.76	127	0.1%	\$	7.99	\$	1,014.01	0.0%
143885	TF403	TRANSMISSION FILTER	\$	7.99	\$	4,991.95	618	-1.1%	\$	9.59	\$	5,992.83	20.1%
143915	SA8243	AIR FILTER	\$	7.51	\$	570.76	76	0.0%	\$	9.27	\$	704.67	23.5%
152301	910K6	DURALAST POLY-V BELT	\$	15.19	\$	2,261.11	149	0.1%	\$	15.19	\$	2,261.41	0.0%
152744	PF46S	AC OIL FILTER	\$	2.79	\$	619.19	222	0.0%	\$	3.35	\$	743.92	20.1%
157229	5502	LOCKING FUEL CAP	\$	11.99	\$	429.91	36	0.4%	\$	13.59	\$	487.35	13.4%
157233	6832	FUEL CAP	\$	7.99	\$	1,284.94	161	0.1%	\$	9.59	\$	1,542.57	20.1%
160283	F981	ROTOR	\$	3.99	\$	340.13	85	-0.3%	\$	3.99	\$	340.30	0.1%
160591	85-DL	DURALAST BATTERY	\$	59.99	\$	18,700.82	312	0.1%	\$	71.99	\$	22,442.23	20.0%
160978	MT0093-1	AC ORIFICE TUBE	\$	1.59	\$	118.48	75	0.6%	\$	1.59	\$	118.63	0.1%
161034	MT0098-1	AC ORIFICE TUBE	\$	0.79	\$	83.74	106	0.0%	\$	0.79	\$	83.95	0.3%
161075	MT0094-1	AC ORIFICE TUBE	\$	2.39	\$	375.23	157	0.0%	\$	2.39	\$	375.54	0.1%
184646	DR978	DISTRIBUTOR CAP	\$	23.99	\$	3,047.93	129	1.5%	\$	22.39	\$	2,844.90	-6.7%
184647	DR980	DISTRIBUTOR CAP	\$	28.79	\$	3,360.43	119	1.9%	\$	29.59	\$	3,454.04	2.8%
184651	DR975	IGNITION ROTOR	\$	7.99	\$	2,028.65	255	0.4%	\$	9.59	\$	2,435.39	20.1%
186209	41-993	AC DBL PLATINUM PLUG	\$	4.79	\$	5,947.42	1,244	0.2%	\$	5.19	\$	6,446.56	8.4%
186210	41-940	AC DBL PLATINUM PLUG	\$	5.19	\$	1,001.67	193	0.0%	\$	5.19	\$	1,002.06	0.0%
186284	55034	DURALAST BRAKE ROTOR	\$	28.79	\$	12,513.43	438	0.8%	\$	34.39	\$	14,948.31	19.5%
186287	55040	DURALAST BRAKE ROTOR	\$	25.59	\$	3,115.77	123	1.0%	\$	30.39	\$	3,700.45	18.8%
186858	2-0053DL	U-JOINT	\$	7.19	\$	560.82	78	0.0%	\$	7.19	\$	560.98	0.0%
187104	2-4800DL	U-JOINT	\$	7.19	\$	1,132.47	157	-0.3%	\$	7.19	\$	1,132.79	0.0%
188610	PH3614	FRAM OIL FILTER	\$	3.03	\$	1,034.90	343	0.4%	\$	3.19	\$	1,090.24	5.3%
188611	PH16	FRAM OIL FILTER	\$	3.03	\$	2,700.82	892	0.1%	\$	3.19	\$	2,845.22	5.3%
188612	PH2	FRAM OIL FILTER	\$	3.03	\$	14,779.80	4,879	0.0%	\$	3.19	\$	15,570.01	5.3%
188621	PH3506	FRAM OIL FILTER	\$	3.03	\$	1,050.74	347	0.1%	\$	3.19	\$	1,106.92	5.3%
188622	PH3600	FRAM OIL FILTER	\$	3.03	\$	2,265.60	749	0.2%	\$	3.19	\$	2,386.73	5.3%
188628	PH3980	FRAM OIL FILTER	\$	3.03	\$	1,427.13	471	0.0%	\$	3.19	\$	1,503.43	5.3%
188638	PH8A	FRAM OIL FILTER	\$	3.03	\$	737.67	244	0.2%	\$	3.19	\$	777.11	5.3%
189662	33864	WHEEL CYLINDER	\$	6.39	\$	57.51	9	0.0%	\$	7.99	\$	71.93	25.1%
190709	4040515	GATORBACK POLY-V BELT	\$	11.19	\$	33.57	3	0.0%	\$	12.79	\$	38.38	14.3%
190806	4060910	GATORBACK POLY-V BELT	\$	18.39	\$	5,116.93	279	0.3%	\$	19.99	\$	5,562.68	8.7%
190809	4060960	GATORBACK POLY-V BELT	\$	23.99	\$	2,544.51	107	0.9%	\$	28.79	\$	3,053.84	20.0%
190836	4070975	GATORBACK POLY-V BELT	\$	21.59	\$	2,830.75	132	0.7%	\$	25.59	\$	3,355.46	18.5%
190838	4081035	HD GATORBACK POLY-V BELT	\$	18.39	\$	-	-	0.0%	\$	19.99	\$	-	0.0%
190861	4080585	HD GATORBACK POLY-V BELT	\$	19.19	\$	19.19	1	0.0%	\$	20.79	\$	20.79	8.3%
195375	SA8755	AIR FILTER	\$	9.75	\$	2,215.27	228	0.3%	\$	11.19	\$	2,542.91	14.8%
196145	54031	DURALAST BRAKE ROTOR	\$	64.79	\$	9,071.25	141	0.7%	\$	55.99	\$	7,839.44	-13.6%
197246	BWP-9016	NEW WATER PUMP	\$	30.39	\$	1,987.59	66	0.9%	\$	31.19	\$	2,040.05	2.6%
199345	MKD411	DURALAST BRAKE PAD	\$	55.99	\$	2,587.89	46	-0.5%	\$	23.99	\$	1,108.93	-57.1%

199350	MKD655	BRAKE PAD SET	\$	20.79	\$	4,303.53	207	0.0%	\$	19.19	\$	3,972.74	-7.7%
199360	MKD748	BRAKE PAD SET	\$	19.99	\$	639.68	32	0.0%	\$	20.79	\$	665.34	4.0%
202311	17442	GATORBACK V-BELT	\$	9.59	\$	-	-	0.0%	\$	11.19	\$	-	0.0%
202484	28413	HD V-BELT	\$	14.39	\$	-	-	0.0%	\$	14.39	\$	-	0.0%
202495	28493	HD V-BELT	\$	14.39	\$	-	-	0.0%	\$	14.39	\$	-	0.0%
220145	69675	ULTRA SHOCK	\$	17.59	\$	351.80	20	0.0%	\$	18.39	\$	367.84	4.6%
220236	69606	ULTRA SHOCK	\$	17.59	\$	3,319.25	189	0.2%	\$	18.39	\$	3,470.59	4.6%
225125	35489	WATER OUTLET GASKET	\$	3.99	\$	1,012.61	254	0.1%	\$	3.99	\$	1,013.12	0.1%
225523	35468	WATER PUMP GASKET	\$	1.19	\$	-	-	0.0%	\$	1.59	\$	-	0.0%
230387	CWP-9020	NEW WATER PUMP	\$	39.99	\$	7,328.26	185	0.9%	\$	42.39	\$	7,768.43	6.0%
231187	60G	AC GLOW PLUG	\$	7.19	\$	1,294.20	180	0.0%	\$	7.19	\$	1,294.56	0.0%
231755	54060	DURALAST BRAKE ROTOR	\$	44.79	\$	19,281.94	432	0.3%	\$	47.19	\$	20,315.99	5.4%
232746	75-DLG	DURALAST GOLD BATTERY	\$	63.19	\$	18,574.15	295	0.4%	\$	63.99	\$	18,809.90	1.3%
236087	FA2100	BALL JOINT LOWER	\$	17.59	\$	6,085.00	351	1.4%	\$	25.59	\$	8,853.18	45.5%
244429	G63808	ULTRA LT SHOCK	\$	23.99	\$	383.84	16	0.0%	\$	24.79	\$	396.67	3.3%
246489	CA8039	FRAM AIR FILTER	\$	13.75	\$	5,929.44	431	-0.1%	\$	18.39	\$	7,931.22	33.8%
247076	CA5056	FRAM AIR FILTER	\$	5.27	\$	2,328.10	445	0.7%	\$	6.07	\$	2,682.40	15.2%
247231	FL27	ELECTRONIC FLASHER 5 PIN	\$	10.39	\$	1,444.21	139	0.0%	\$	12.79	\$	1,778.09	23.1%
258160	69625	ULTRA SHOCK	\$	17.59	\$	-	-	0.0%	\$	18.39	\$	-	0.0%
258631	FA2098	BALL JOINT LOWER	\$	23.19	\$	2,369.98	103	0.8%	\$	27.19	\$	2,778.98	17.3%
260936	7125	REMAN PS PUMP	\$	39.19	\$	244.03	6	-3.8%	\$	39.99	\$	249.03	2.0%
265900	35614	WATER OUTLET	\$	1.59	\$	61.93	40	2.6%	\$	1.59	\$	62.01	0.1%
266356	54052	DURALAST BRAKE ROTOR	\$	35.99	\$	2,519.30	70	0.0%	\$	38.39	\$	2,687.44	6.7%
266937	FF686	FUEL FILTER	\$	6.47	\$	13,205.88	2,029	-0.6%	\$	7.99	\$	16,312.43	23.5%
275008	PH3387A	FRAM OIL FILTER	\$	3.03	\$	2,861.86	945	0.1%	\$	3.19	\$	3,014.87	5.3%
282404	15717	BOSCH O2 SENSOR	\$	38.39	\$	9,064.78	238	0.8%	\$	38.39	\$	9,065.25	0.0%
282405	15718	BOSCH O2 SENSOR	\$	35.19	\$	5,204.02	149	0.7%	\$	38.39	\$	5,677.54	9.1%
287664	PF47S	AC OIL FILTER	\$	2.79	\$	1,173.52	426	1.3%	\$	3.35	\$	1,409.90	20.1%
287706	PF52S	AC OIL FILTER	\$	2.79	\$	501.70	180	0.1%	\$	3.35	\$	602.76	20.1%
287870	FL1A	MOTORCRAFT OIL FILTER	\$	3.19	\$	379.50	116	-2.6%	\$	3.19	\$	379.74	0.1%
289058	SP-415	MOTORCRAFT SPARK PLUG	\$	1.59	\$	314.82	198	0.0%	\$	1.59	\$	315.22	0.1%
289066	SP-419	MOTORCRAFT SPARK PLUG	\$	1.59	\$	66.78	42	0.0%	\$	1.59	\$	66.86	0.1%
289074	SP-420	MOTORCRAFT SPARK PLUG	\$	1.59	\$	103.35	65	0.0%	\$	1.59	\$	103.48	0.1%
289157	SP-435	MOTORCRAFT SPARK PLUG	\$	1.59	\$	236.72	150	0.7%	\$	1.59	\$	237.02	0.1%
289199	SP-450	MOTORCRAFT SPARK PLUG	\$	1.59	\$	691.64	433	-0.5%	\$	1.59	\$	692.51	0.1%
292009	9471	CV DRIVE AXLE	\$	47.99	\$	7,150.51	149	0.0%	\$	47.99	\$	7,150.81	0.0%
293268	SW1794	DOOR LIGHT SWITCH	\$	15.99	\$	-	-	0.0%	\$	15.99	\$	-	0.0%
296085	TF190	TRANSMISSION FILTER	\$	12.39	\$	556.77	45	0.1%	\$	13.59	\$	610.79	9.7%
296999	SA9055	AIR FILTER	\$	5.99	\$	1,161.05	195	0.6%	\$	7.19	\$	1,394.04	20.1%
298613	12	AC PERFORMANCE PLATINUM	\$	3.99	\$	1,380.51	353	2.0%	\$	3.99	\$	1,381.21	0.1%
304766	CR43TS	AC SPARK PLUG	\$	1.67	\$	2,413.08	1,443	-0.1%	\$	1.99	\$	2,878.36	19.3%
305200	FA2093	BALL JOINT	\$	29.59	\$	3,839.21	133	2.4%	\$	29.59	\$	3,839.47	0.0%
305599	405	CHAMP SPARK PLUG RN14YC	\$	1.35	\$	124.20	92	0.0%	\$	1.59	\$	146.46	17.9%
305656	412	CHAMP SPARK PLUG RC12LYC	\$	1.35	\$	118.80	88	0.0%	\$	1.59	\$	140.10	17.9%
305664	415	CHAMP SPARK PLUG RN9YC	\$	1.35	\$	70.20	52	0.0%	\$	1.59	\$	82.78	17.9%
305821	14	CHAMP SPARK PLUG RJ12YC	\$	1.35	\$	29.34	24	9.4%	\$	1.59	\$	34.60	17.9%
306076	71	CHAMP SPARK PLUG RC12YC	\$	1.35	\$	620.74	455	-1.1%	\$	1.59	\$	732.01	17.9%
306688	MAX30BP	30 AMP MAXI FUSE	\$	1.99	\$	298.50	2	-7400.0%	\$	0.01	\$	1.20	-99.9%
310933	DL1650-6-5	REMAN DURALAST CS ALT	\$	95.99	\$	3,610.50	38	1.0%	\$	87.99	\$	3,309.67	-8.3%
329091	ES3364	TIE ROD END	\$	21.59	\$	215.90	10	0.0%	\$	21.59	\$	215.92	0.0%
334924	ES3455	TIE ROD END	\$	26.39	\$	606.58	23	0.1%	\$	27.19	\$	625.01	3.0%
334926	ES3459	TIE ROD END	\$	18.39	\$	2,214.80	121	0.5%	\$	21.59	\$	2,600.44	17.4%

337824	S16	OIL FILTER	\$	2.63	\$	2,042.40	782	0.7%	\$	2.79	\$	2,168.21	6.2%
337832	S2	OIL FILTER	\$	2.63	\$	6,312.38	2,409	0.4%	\$	2.79	\$	6,701.21	6.2%
342421	Z54	COIL PIGTAIL	\$	11.99	\$	11.99	1	0.0%	\$	11.99	\$	11.99	0.0%
344333	FF615	FUEL FILTER	\$	6.47	\$	77.16	12	0.6%	\$	7.19	\$	85.77	11.2%
344390	FF679	FUEL FILTER	\$	5.67	\$	1,145.79	203	0.5%	\$	8.78	\$	1,776.68	55.1%
347906	FF830	FUEL FILTER	\$	14.47	\$	1,207.58	84	0.6%	\$	15.99	\$	1,334.60	10.5%
347907	FF831	FUEL FILTER	\$	14.47	\$	2,561.19	177	0.0%	\$	21.59	\$	3,821.78	49.2%
347925	MKD802	BRAKE PAD SET	\$	15.99	\$	927.42	58	0.0%	\$	15.99	\$	927.54	0.0%
352089	DL1643-15-2	REMAN DURALAST ALTERNATO	\$	103.99	\$	1,122.05	11	1.9%	\$	95.99	\$	1,035.75	7.1%
357293	MKD473	BRAKE PAD SET	\$	14.39	\$	162.68	11	-2.8%	\$	15.99	\$	180.79	11.1%
360909	980K6	DURALAST POLY-V BELT	\$	19.99	\$	279.86	14	0.0%	\$	19.99	\$	279.89	0.0%
367797	F492	STARTER SOLENOID	\$	7.99	\$	842.29	105	-0.4%	\$	7.99	\$	842.50	0.0%
372987	FL552/536	THERMAL FLASHER	\$	2.39	\$	434.59	182	0.1%	\$	2.39	\$	434.95	0.1%
374139	80099	DURALAST BRAKE DRUM	\$	23.99	\$	4,067.23	170	0.3%	\$	26.39	\$	4,474.46	10.0%
377770	9004	HALOGEN CAPSULE	\$	7.99	\$	383.52	48	0.0%	\$	8.79	\$	422.02	10.0%
377838	9006	HALOGEN CAPSULE	\$	7.99	\$	2,350.49	296	0.6%	\$	8.79	\$	2,586.42	10.0%
379636	N20R	20" NARROW & TRAPEZOID	\$	4.79	\$	474.21	99	0.0%	\$	4.79	\$	474.41	0.0%
380170	N18R	18" NARROW & TRAPEZOID	\$	3.99	\$	155.61	39	0.0%	\$	3.99	\$	155.69	0.1%
391388	41-101	AC IRIIDIUM SPARK PLUG	\$	5.59	\$	3,079.48	555	0.7%	\$	5.59	\$	3,080.58	0.0%
416041	77178	INT DOOR HNDL-LH FMC	\$	5.59	\$	617.89	108	-2.3%	\$	11.99	\$	1,325.53	114.5%
417262	3779	VALUCRAFT THERMOSTAT	\$	6.39	\$	543.15	85	0.0%	\$	6.39	\$	543.32	0.0%
425658	915K6	VALUCRAFT POLY-V BELT	\$	13.59	\$	40.77	3	0.0%	\$	15.19	\$	45.58	11.8%
426506	54103	DURALAST BRAKE ROTOR	\$	36.79	\$	88,048.60	2,398	0.2%	\$	39.19	\$	93,797.24	6.5%
426507	54105	DURALAST BRAKE ROTOR	\$	31.41	\$	36,281.34	1,157	0.2%	\$	31.41	\$	36,281.34	0.0%
429026	MKD931	DURALAST BRAKE PAD	\$	17.59	\$	2,040.44	116	0.0%	\$	18.39	\$	2,133.47	4.6%
429200	DL3602-16-10	REMAN DURALAST ALTERNATO	\$	139.99	\$	17,210.67	124	0.9%	\$	139.99	\$	17,210.92	0.0%
433972	C1417	COIL	\$	39.19	\$	68,832.22	1,759	0.1%	\$	31.99	\$	56,189.85	19.3%
434627	APP104	AUTOLITE DBL PLAT. PLUG	\$	3.19	\$	12,635.59	3,961	0.0%	\$	3.19	\$	12,643.51	0.1%
434628	APP103	AUTOLITE DBL PLAT. PLUG	\$	3.19	\$	2,661.36	837	0.3%	\$	3.19	\$	2,663.03	0.1%
442158	S9549	OIL FILTER	\$	8.07	\$	3,369.68	419	0.3%	\$	13.67	\$	5,708.84	69.4%
464328	SP-504	MOTORCRAFT PLATINUM PLUG	\$	3.99	\$	1,102.75	278	0.6%	\$	3.99	\$	1,103.30	0.1%
469353	4040332	GATORBACK POLY-V BELT	\$	13.59	\$	13.59	1	0.0%	\$	15.19	\$	15.19	11.8%
472332	19846	ACCESSORY RELAY	\$	8.79	\$	90.59	11	6.3%	\$	8.79	\$	90.61	0.0%
494921	4694	DURALAST IGN WIRE SET	\$	23.99	\$	552.80	23	-0.2%	\$	23.99	\$	552.84	0.0%
509375	AP104	AUTOLITE PLATINUM PLUG	\$	2.15	\$	2,616.55	1,217	0.0%	\$	2.39	\$	2,911.06	11.3%
509378	AP24	AUTOLITE PLATINUM PLUG	\$	2.15	\$	275.20	128	0.0%	\$	2.39	\$	306.18	11.3%
509379	AP25	AUTOLITE PLATINUM PLUG	\$	2.15	\$	414.95	193	0.0%	\$	2.39	\$	461.66	11.3%
509384	AP3924	AUTOLITE PLATINUM PLUG	\$	2.15	\$	301.00	140	0.0%	\$	2.39	\$	334.88	11.3%
509391	AP5224	AUTOLITE PLATINUM PLUG	\$	2.15	\$	551.88	258	0.5%	\$	2.39	\$	614.00	11.3%
509392	AP605	AUTOLITE PLATINUM PLUG	\$	2.15	\$	645.00	300	0.0%	\$	2.39	\$	717.60	11.3%
514733	103	AUTOLITE SPARK PLUG	\$	1.27	\$	123.19	97	0.0%	\$	1.59	\$	154.42	25.4%
517598	436	CHAMP SPARK PLUG	\$	1.35	\$	783.67	582	0.3%	\$	1.59	\$	924.15	17.9%
524512	VCPSF32	PWR STEERING FLUID-VC	\$	2.23	\$	5,673.29	2,557	0.5%	\$	2.87	\$	7,306.59	28.8%
524768	815001	WATER OUTLET	\$	11.99	\$	35.97	3	0.0%	\$	11.99	\$	35.98	0.0%
525011	30504501	PERF FRICTION ROTOR	\$	101.59	\$	42,083.61	415	0.2%	\$	127.99	\$	53,020.63	26.0%
529475	DG369	DURALAST GOLD PAD	\$	23.99	\$	3,038.67	128	1.0%	\$	28.79	\$	3,646.91	20.0%
529476	DG370	DURALAST GOLD PAD	\$	28.79	\$	3,060.04	107	0.7%	\$	30.00	\$	3,188.65	4.2%
532565	V3387A	VALUCRAFT OIL FILTER	\$	1.99	\$	553.34	312	10.9%	\$	1.99	\$	553.90	0.1%
532566	V3614	VALUCRAFT OIL FILTER	\$	1.99	\$	289.71	150	2.9%	\$	1.99	\$	290.00	0.1%
532568	V4967	VALUCRAFT OIL FILTER	\$	1.99	\$	164.63	83	0.3%	\$	1.99	\$	164.80	0.1%
532569	V8A	VALUCRAFT OIL FILTER	\$	1.99	\$	191.99	100	3.5%	\$	1.99	\$	192.19	0.1%
532570	V5	VALUCRAFT OIL FILTER	\$	1.99	\$	155.22	78	0.0%	\$	1.99	\$	155.38	0.1%

532572	V16	VALUCRAFT OIL FILTER	\$	1.99	\$	632.53	333	4.5%	\$	1.99	\$	633.16	0.1%
532573	V2	VALUCRAFT OIL FILTER	\$	1.99	\$	2,162.08	1,110	2.1%	\$	1.99	\$	2,164.25	0.1%
532575	V3980	VALUCRAFT OIL FILTER	\$	1.99	\$	503.63	89	-184.4%	\$	1.99	\$	504.13	0.1%
532576	V3600	VALUCRAFT OIL FILTER	\$	1.99	\$	497.16	259	3.5%	\$	1.99	\$	497.66	0.1%
534149	SP-479	MOTORCRAFT PLATINUM PLUG	\$	2.47	\$	3,965.52	1,602	-0.2%	\$	2.79	\$	4,482.48	13.0%
534649	SP-500	MOTORCRAFT PLATINUM PLUG	\$	3.99	\$	1,322.48	339	2.2%	\$	3.99	\$	1,323.15	0.1%
534651	SP-493	MOTORCRAFT PLATINUM PLUG	\$	2.47	\$	6,826.58	2,772	0.3%	\$	2.79	\$	7,715.52	13.0%
536913	38552	SWC ERGO GRIP GREY	\$	11.99	\$	-	-	100.0%	\$	10.39	\$	-	0.0%
539339	4713	DURALAST IGN WIRE SET	\$	27.99	\$	643.78	23	0.0%	\$	27.99	\$	643.83	0.0%
561276	34-DLG	DURALAST GOLD BATTERY	\$	63.99	\$	13,811.32	217	0.5%	\$	71.99	\$	15,538.43	12.5%
570503	RX30218	RAINX WB 18" WIPER BLADE	\$	7.99	\$	1,249.56	160	2.3%	\$	7.99	\$	1,249.87	0.0%
570505	RX30220	RAINX WB 20" WIPER BLADE	\$	8.79	\$	3,626.40	420	1.8%	\$	9.59	\$	3,957.28	9.1%
570508	RX30222	RAINX WB 22" WIPER BLADE	\$	9.59	\$	6,125.24	656	2.6%	\$	10.39	\$	6,637.49	8.4%
575043	194	MINI BULB	\$	2.39	\$	69.31	29	0.0%	\$	2.39	\$	69.37	0.1%
575118	1156	MINI BULB	\$	2.39	\$	20.22	9	6.0%	\$	2.39	\$	20.24	0.1%
579980	868K6	DURALAST POLY-V BELT	\$	15.19	\$	256.06	17	0.8%	\$	15.19	\$	256.10	0.0%
580183	FF779	FUEL FILTER	\$	39.99	\$	6,960.26	174	0.0%	\$	39.99	\$	6,960.61	0.0%
582207	DG655	BRAKE PAD SET	\$	31.99	\$	5,173.90	162	0.2%	\$	30.00	\$	4,852.05	-6.2%
582224	DG748	DURALAST GOLD PAD	\$	31.19	\$	8,959.98	288	0.3%	\$	32.79	\$	9,420.19	5.1%
600571	611-196.1	WHEEL NUT	\$	1.59	\$	92.22	58	0.0%	\$	1.59	\$	92.34	0.1%
602508	91-16	16" AEROVANTAGE BLADE	\$	5.59	\$	5.59	1	0.0%	\$	0.01	\$	0.01	-99.9%
602532	91-19	19" AEROVANTAGE BLADE	\$	5.59	\$	-	-	0.0%	\$	0.01	\$	-	0.0%
614581	0655-20	PERFORMANCE DISC PAD	\$	47.99	\$	2,831.41	59	0.0%	\$	51.99	\$	3,067.53	8.3%
614589	0699-20	PERFORMANCE DISC PAD	\$	43.99	\$	3,079.30	70	0.0%	\$	51.99	\$	3,639.44	18.2%
614630	0931-20	PERFORMANCE DISC PAD	\$	47.99	\$	58,386.74	1,225	0.7%	\$	51.99	\$	63,255.75	8.3%
614631	0932-20	PERFORMANCE DISC PAD	\$	47.99	\$	34,264.02	734	2.7%	\$	51.99	\$	37,121.38	8.3%
615450	15119	DURALAST THERMOSTAT	\$	7.19	\$	2,955.78	412	0.2%	\$	7.99	\$	3,285.48	11.2%
615463	15359	DURALAST THERMOSTAT	\$	5.19	\$	1,784.52	344	0.0%	\$	6.39	\$	2,197.81	23.2%
615479	15839	DURALAST THERMOSTAT	\$	4.79	\$	209.52	44	0.6%	\$	6.39	\$	279.59	33.4%
617317	0370-20	PERFORMANCE DISC PAD	\$	43.99	\$	2,018.08	46	0.3%	\$	47.99	\$	2,201.68	9.1%
617922	41-985	AC IRIIDIUM SPARK PLUG	\$	5.59	\$	4,311.93	781	1.2%	\$	5.59	\$	4,313.47	0.0%
618469	CP003	COIL-ON-PLUG INSULATOR	\$	5.59	\$	8,210.90	1,472	0.2%	\$	3.99	\$	5,863.67	-28.6%
634107	231048	DURALAST PULLEY	\$	27.19	\$	1,915.20	72	2.2%	\$	21.59	\$	1,520.89	-20.6%
636690	CA311	SOLID BENCH	\$	119.99	\$	-	-	0.0%	\$	119.99	\$	-	0.0%
653591	AGSF32PMF4	OE SP/PLG ASY	\$	4.79	\$	-	-	0.0%	\$	4.79	\$	-	0.0%
658599	E7TZ1S190B	OE RET ASY-FRT WHL HB G	\$	8.79	\$	-	-	0.0%	\$	8.79	\$	-	0.0%
688628	CA9687	FRAM AIR FILTER	\$	9.11	\$	1,901.68	208	-0.4%	\$	10.39	\$	2,169.29	14.1%
689501	FF756	FUEL FILTER	\$	6.47	\$	1,343.80	208	0.1%	\$	7.19	\$	1,493.76	11.2%
689595	65023	HEATER HOSE RED 5/8 X50	\$	47.99	\$	-	-	0.0%	\$	47.99	\$	-	0.0%
689597	65026	HEATER HOSE RED 3/4 X50	\$	55.99	\$	-	-	0.0%	\$	55.99	\$	-	0.0%
693028	SET2	WHEEL BEARING SET	\$	8.79	\$	806.61	93	1.3%	\$	11.19	\$	1,027.02	27.3%
693226	SET12	WHEEL BEARING SET	\$	7.19	\$	158.45	21	-4.9%	\$	11.19	\$	246.65	55.7%
694400	PF47	OE FILTER	\$	7.19	\$	-	-	0.0%	\$	7.19	\$	-	0.0%
710319	33709	WHEEL CYLINDER	\$	9.59	\$	744.20	78	0.5%	\$	9.59	\$	744.36	0.0%
717991	8898	DURALAST BRAKE DRUM	\$	23.19	\$	115.95	5	0.0%	\$	30.39	\$	151.96	31.1%
721365	65116	OIL DIP STICK	\$	3.19	\$	12.76	4	0.0%	\$	4.79	\$	19.17	50.2%
723045	9007-2	HALOGEN TWIN CAPSULE	\$	13.59	\$	2,947.47	217	0.1%	\$	15.19	\$	3,294.92	11.8%
727933	599	DURALAST BRAKE SHOE	\$	11.99	\$	2,134.22	178	0.0%	\$	13.59	\$	2,419.38	13.4%
732743	33961	WHEEL CYLINDER	\$	8.79	\$	868.96	99	0.1%	\$	11.19	\$	1,106.42	27.3%
737466	37469	RANGER WIND DEFLR 93-0	\$	49.59	\$	-	-	0.0%	\$	49.59	\$	-	0.0%
743146	FA1174	IDLER ARM	\$	26.39	\$	4,554.01	174	0.8%	\$	26.39	\$	4,554.36	0.0%
759797	DL-16	DURALAST WIPER BLADE 16"	\$	4.39	\$	4,194.14	982	2.7%	\$	4.40	\$	4,203.70	0.2%

759798	DL-17	DURALAST WIPER BLADE 17"	\$	4.39	\$	1,053.52	251	4.4%	\$	4.40	\$	1,055.92	0.2%
759800	DL-18	DURALAST WIPER BLADE 18"	\$	4.39	\$	14,505.79	3,403	2.9%	\$	4.40	\$	14,538.83	0.2%
759801	DL-28	DURALAST WIPER BLADE 28"	\$	7.99	\$	2,871.02	374	3.9%	\$	8.79	\$	3,159.20	10.0%
759802	DL-19	DURALAST WIPER BLADE 19"	\$	4.39	\$	5,289.19	1,284	6.2%	\$	4.40	\$	5,301.23	0.2%
759804	DL-20	DURALAST WIPER BLADE 20"	\$	4.79	\$	29,173.25	6,321	3.6%	\$	4.40	\$	26,797.98	-0.1%
759805	DL-21	DURALAST WIPER BLADE 21"	\$	4.79	\$	3,255.82	725	6.2%	\$	4.80	\$	3,262.61	0.2%
759806	DL-22	DURALAST WIPER BLADE 22"	\$	4.79	\$	64,120.61	13,777	2.8%	\$	4.40	\$	58,899.94	-0.1%
759807	DL-24	DURALAST WIPER BLADE 24"	\$	5.79	\$	6,339.26	1,169	6.3%	\$	5.80	\$	6,350.20	0.2%
763764	76223	REVLV EMRGY WARNLAMP YE	\$	91.19	\$	-	-	0.0%	\$	91.19	\$	-	0.0%
765727	15101	WHEEL BEARING CONE	\$	5.59	\$	631.32	112	-0.8%	\$	7.19	\$	812.24	28.7%
779792	57240	HI MILER RAD 2-1/2 X 36	\$	79.99	\$	-	-	0.0%	\$	79.99	\$	-	0.0%
779822	59324	HD WIRE HOSE 1-1/2 X 30	\$	391.99	\$	-	-	0.0%	\$	391.99	\$	-	0.0%
815298	37463	IN CHNL F150 STD CB 0405	\$	49.59	\$	-	-	0.0%	\$	49.59	\$	-	0.0%
816770	5293	LAMP KIT BK ION CRYSTAL	\$	191.99	\$	-	-	0.0%	\$	191.99	\$	-	0.0%
828521	M9-14	SILICONE SPRAY	\$	2.63	\$	910.93	349	0.8%	\$	2.39	\$	828.50	-0.0%
830790	PCV1125	LF PCV VALVE	\$	1.83	\$	71.82	39	-0.6%	\$	1.83	\$	71.90	0.1%
830819	FF3504	LF FUEL FILTER	\$	4.79	\$	2,632.83	533	-3.1%	\$	7.99	\$	4,392.82	66.8%
830826	FF4508	LF FUEL FILTER	\$	5.67	\$	2,133.93	376	-0.1%	\$	7.99	\$	3,007.82	41.0%
831642	S10060	OIL FILTER	\$	3.03	\$	807.56	267	0.2%	\$	3.19	\$	850.74	5.3%
831654	V3675	VALUCRAFT OIL FILTER	\$	1.99	\$	380.60	197	2.9%	\$	2.15	\$	411.56	8.1%
832171	DL2420-16-12	DURALAST REMAN ALTERNATO	\$	223.99	\$	56,555.37	256	1.4%	\$	223.99	\$	56,555.88	0.0%
838241	77955	MONOTUBE SHOCK ABSOR	\$	45.59	\$	1,903.21	42	0.6%	\$	48.79	\$	2,036.88	7.0%
842024	781	PARKING BRAKE SHOE	\$	70.39	\$	2,911.80	43	3.8%	\$	63.99	\$	2,647.14	-0.1%
861186	DLW-20	DURALAST WINTER BLADE 20	\$	6.39	\$	7,279.35	1,193	4.5%	\$	7.19	\$	8,192.97	12.6%
861189	DLW-22	DURALAST WINTER BLADE 22	\$	7.99	\$	9,098.17	1,276	10.8%	\$	7.99	\$	9,100.45	0.0%
869678	LFF4783	FUEL FILTER	\$	13.59	\$	40.77	3	0.0%	\$	13.59	\$	40.78	0.0%
870572	DISCFL30A	HD ALTERNATING FLASHER	\$	5.59	\$	-	-	0.0%	\$	5.59	\$	-	0.0%
870573	C561R	6 OVAL STOP TL LT CLR	\$	19.19	\$	-	-	0.0%	\$	19.19	\$	-	0.0%
870574	G204R8	6 OVAL STOP TL LT KIT	\$	7.19	\$	-	-	0.0%	\$	7.19	\$	-	0.0%
870575	C501R	2 ROUND LED CLR MKR RED	\$	7.19	\$	-	-	0.0%	\$	7.19	\$	-	0.0%
870933	4002	BOSCH PLATINUM PLUS	\$	2.39	\$	210.32	88	0.0%	\$	2.39	\$	210.50	0.1%
876880	4411	INCANDESCENT SEALED BEAM	\$	10.39	\$	-	-	0.0%	\$	10.39	\$	-	0.0%
876881	37	MINIATURE LIGHT	\$	1.59	\$	-	-	0.0%	\$	4.39	\$	-	0.0%
876882	795RD	MINIATURE LIGHT	\$	6.39	\$	-	-	0.0%	\$	6.39	\$	-	0.0%
884502	915K6	DURALAST POLY-V BELT	\$	19.19	\$	1,447.25	76	0.8%	\$	19.19	\$	1,447.40	0.0%
887545	65146	3/8X50 FLEXSTEEL AIR HOS	\$	79.99	\$	-	-	0.0%	\$	79.99	\$	-	0.0%
952625	85720	FLEETLINE SHOCK	\$	50.39	\$	-	-	0.0%	\$	50.39	\$	-	0.0%
955074	DLG3660-6-10	DURALAST GOLD ALTERNATOR	\$	159.99	\$	13,839.10	90	3.9%	\$	159.99	\$	13,839.27	0.0%
			\$		1,872,512.16		144,414	0.3%	\$		2,020,268.06		7.9%